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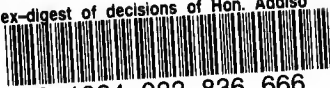
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INDEX-DIGEST

OF

DECISIONS

OF

HON. ADDISON BROWN, LL. D.


UNITED STATES DISTRICT JUDGE
FOR THE SOUTHERN DISTRICT OF NEW YORK

1881 to 1901

REPORTED MOSTLY

IN THE FEDERAL REPORTER

VOLS. 8 to 114



PREFACE.

These notes of my decisions, brief and irregular in form, were originally prepared, up to Vol. 62 of the FEDERAL REPORTER, for my own convenience only, as an aid in recalling or speedily referring to the circumstances of cases previously before me, and the points ruled or considered in them. The notes were generally made soon after the decisions were rendered, and were from time to time printed in pamphlet form to accompany bound excerpts of my opinions taken from the Federal Reporter. Six of such pamphlets were printed down to Vol. 62, after which I was unable to continue them. Copies were also sent as printed to the chief practitioners in Admiralty in the Southern District, and being found convenient in practice, they were subsequently called for beyond what could be supplied from the few copies printed of the earlier numbers. In accordance with many requests since I left the bench, I have continued the Index to Sept. 3, 1901, the date of my retirement, and included all reported up to this time.

To supply those who have not the previous numbers, as well as for greater convenience, the six former parts have been consolidated and re-printed with the continuation, without change in form other than bringing under one head all the notes on the same subject, and without the labor of re-writing in a more orderly and condensed form, which I trust will be excused in a compilation supplied for private use only. About one-fourth of the opinions, mostly of minor importance, are not reported. A few of these, perhaps of some interest, have been here included and referred to by their file numbers. The lists of appeals, with the signs indicating the disposition of them, will also be found serviceable. The sign † is used when the decision on appeal allows some recovery, though less, or more, or different, than that adjudged below. The signs are carried through the body of the Index; but the marks, whether of affirmance or reversal, do not always signify that the point to which the case is cited, was either affirmed or reversed.

Hoping that the Index may be of some convenience, I take pleasure in presenting it to the members of the Admiralty bar and others as a mark, though small, of my very great obligations to them in pursuit of our common work; and especially because it is to their industry, thoroughness, and enthusiastic devotion to legal learning and the pursuit of the immutable principles of equity and justice, that these decisions, notwithstanding their defects and errors, are largely indebted for whatever acceptance they may have received.

Nor can I fail to acknowledge my very deep appreciation of the unflinching courtesy, kindness and consideration that from the moment of my entrance into office on June 18, 1881, have made our intercourse one of unbroken harmony, cordiality and pleasure.

A. B.

NEW YORK, August, 1902.

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* Affirmed. † Reversed. ‡ Modified. ¶ Decision of the District Court reinstated in Supreme Court.
‡ Certiorari denied. c. Collision. n. op. No opinion.

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* Affirmed. † Reversed. ‡ Modified. § Certiorari denied. ¶ District Court decision reinstated.

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BANKRUPTCY. Act of 1898.

The Statute is designed for a pro rata distribution of assets, the prevention of preferences and the discharge of the honest debtor. Its construction should have reference to those objects. It avoids frauds and preferences, supersedes State insolvent laws, and authorizes such a stay of proceedings in other courts as is necessary to enable a trustee or receiver in bankruptcy to intervene and secure the assets for the equal benefit of the creditors. *Gutwillig, **90**, 475; do., 481; Vaughan, **97**, 560; ‡Baudouine, **96**, 536; *Emslie, **98**, 116; *Lesser, **100**, 433.

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CORPORATION.—See *Jurisdiction*, p. 29. Adjudicated bankrupt on *consent*, by *letters* to creditors authorized by the Board of Trustees; Marine Co., **91**, 630; See Rollins, **102**, 985. *Fictitious*, being in bankrupts' interest, its *books* ordered *produced*; *Horgan, **97**, 319. Proceeding for a dissolution in State Court is not a *transfer* of property authorizing *adjudication*; Harper, **100**, 266.

COSTS.—Allowed, on *dismissal* of involuntary petition, not including *counsel fees*; Sec. 3 (e) Gighlione, **93**, 186. Allowances to *State receiver* for recovery of assets, *Lesser, **100**, 433; same for recovery of the Hackley claims through bankrupt's *administrator*; Devlin, **89**, 970; to *bankrupt's attorney*, only for *necessary services* in the *bankruptcy* proceedings; allowances; Kroas, **96**, 816; to petitioning *creditors' atty.* \$75; deposit of \$25 to be repaid from the estate; *Silverman, **97**, 325 *Mem.; none allowed to bankrupt's atty. for services occasioned by *bankrupt's fraudulent conveyance*; O'Connell, **98**, 83. To *trustee* against claimant, a docket fee, referee's fee and 10 cents per folio for stenographer; Todd, **109**, 265. Not allowed to attorney for examining bankrupt, out of *assets* needed to pay *preferred claims* of laborers; Rosinsky, **101**, 229; against *trustee* as substituted defendant in suit in State court, paid out of estate; *not damages* in replevin, the trustee not having had possession; †Neely, **108**, 371.

DISCHARGE of Bankrupt. See *Arrest, Books, Partnership*. *Burden* is on creditors, to prove grounds of *opposing*; Hirsch, **97**, 571; Philips, **98**, 844. Not *stayed* on account of a *stale* suit pending elsewhere alleging fraud; Cornell, **97**, 29. *Granted* on debts of a commission agent, or factor; not "fiduciary"; Basch, **97**, 761; *Granted* on debt upon a judgment in action of *crim. con.*; its *effect* as to such debts to be determined in a suit pleading the discharge as a *defense*; Tinker, **99**, 79; may be *granted* to either *partner* after a *firm* adjudication; but the *notice* must specify *firm* and *individual* debts; Meyers, **97**, 757.

Refused for fraudulent *concealment* of *property, business, or books* of account; but the actual *concealment* must be proved, or necessarily *inferred* from facts proved, or from bankrupt's own examination; Cornell, **97**, 29; *inferred*, from sudden large *shrinkage* of *assets* not reasonably accounted for, but only by contradictory or incredible statements; burden of explanation being on the bankrupt; Meyers, **96**, 40; Finkelstein, **101**, 418; Mendelsohn, **101**, 119; Cashman, **103**, 67; Bard, **108**,

208; Gross, 5 Am. Bank. R. 211; E. Marks, Mss. 1808; where the *business* is still carried on, or the *property* is held, evidently on a *secret trust* for the bankrupt; Hoffman, 102, 979; *Wood, 98, 972; *Wilcox, 109, 628; in *wife's name*; Lowenstein, 106, 51; *fictional mortgage to sister*; Heyman, 104, 677; concealment from a *State receiver* before bankruptcy, is *continuous* and *bars discharge*; †Lesser, 108, 205 [reversed because bankrupt was held *not to have had* the alleged property]; books *secreted*, inferred from recent possession; *Ablowitch, 99, 81; Kamsler, 97, 194; Gross, 5 Am. B. R. 271.

Not refused to wife because books disappeared in 1891 on *Sheriff's levy*; no fraudulent *concealment*; Stark, 96, 88; same, Philips, 98, 844; nor where bankrupt's husband, her agent in charge of the books, concealed *his own frauds* on her; had *no books* been kept, *quere*; Meyers 105, 353; *not refused to innocent co-partner*; Schulz, 109, 264; *not refused, now*, on account of refusal of discharge under Act of 1867; that proceeding never being *closed*; *Herman, 102, 753.

Refused, for failure to keep books; Cashman, 103, 67; Berkowitz, 4 Am. B. R. 37; for *misleading mode* of keeping books, in order to *conceal gambling losses*; *Feldstein, 108, 794.

Refused, for false oath to schedules, in not stating property; See Hoffman & Wilcox cases, *supra*; and in not disclosing a *vested remainder* under a will; *Wood, 98, 972; but such concealment is not proved by showing omission of a *leasehold of no net value*; Hirsch, 97, 567; nor of *wife's furniture*, or *business*, not appearing to be bankrupt's property; Freund, 98, 81; nor of *contracts* by attorney for *future services* and payment on *shares* in pending lawsuits; McAdam, 98, 409; nor for raising possible *doubt* as to the validity of wife's claim to property standing *in her name*; De Leeuw, 98, 408; otherwise, where wife's claim to the business is an evident fiction; Lowenstein, 106, 51.

Discharge vacated on petition, where former *opposition* was *bought off*; *co-operating attorneys* should have been *notified* of the withdrawal; reference ordered; Dietz, 97, 562; so where property was concealed; Meyers, 100, 775.

EVIDENCE.—On specifications, *prior Exam.* of bankrupt admissible; Mellen, 93, 326; Bard, 108, 208; Cooke, 109, 631; *Wilcox, 109, 628 [subsequently modified as respects the *prior testimony of 3d persons*, which is now *excluded*; Wilcox, 109, 631]; As to residence, see "*Residence*," p. 30.

EXAMINATION.—Of *Bankrupt to aid creditor* in framing specifications opposing discharge, to be allowed *once* on return day, on notice to all creditors; Price, 91, 635; and again afterwards to *prove* the specifications; Mellen, 97, 326; of *bankrupt*, of his *wife*, and of other *witnesses*, large *latitude* allowed in discovering frauds; Foerst, 93, 190; Cooke, 109, 628. As to witness's *privilege*, see *Witness*, p. 32.

EXECUTION.—Stay of, see *Stay*, p. 31. Sheriff's *collections* on, within 4 months, still in his hands, ordered paid to Trustee; stay till then; *Kenney, 95, 427; 97, 554; *Dormant*, by attorney's acts and directions; *failure to*

discharge a later execution is an act of Bankruptcy; *Ferguson, **95**, 429; cannot be levied on *assets of trustee*; †Neely, **108**, 371; *Sale* on; time for *redemption* of real estate expired, *not enlarged* by bankruptcy in *trustee's favor*; Goldman, **102**, 122.

EXPUNGING CLAIM.—On a *judgment* already *barred* by St. of Lim. in the state where recovered; Lipman, **94**, 353.

FRAUDS; FRAUDULENT TRANSFERS.—See *Statute of Lim.*, p. 31.

These are acts of bankruptcy and may be set aside by Trustee, as by a creditor; *Gutwillig, **90**, 475; Lehman, **99**, 452. See *Jurisdiction*, p. 29.

Fraud by *agent* or *partner* in firm business or employment, affects the principal and all the partners; acts outside of that, not so; embezzlement; Schultz, **109**, 264; *Speculating*, Meyers, **105**, 353.

Whether §23 (b) forbids *Trustees' suits* to vacate frauds in the District Court, *quere*; *Gutwillig, **90**, 481; but frauds or preferences cannot be set aside by *summary proceedings* in bankruptcy against a person in adverse possession *claiming title*; such as *money collected* on execution and paid over; Blair, **102**, 987; for such property, plenary suit necessary; Sheinbaum, **107**, 247; where wife was in possession of business, the books taken from her were ordered restored; Cohn, **98**, 75.

HABEAS CORPUS.—No *discharge* from imprisonment on execution issued *before petition filed*; Claiborne, **109**, 74.

INSOLVENCY.—*Admission* of, by *letters of officers of corporations* authorized by *Board*; Marine, **91**; 630; Rollins, **102**, 985; *letters* are *prima facie* sufficient; bakery, boarding receipts; payment of rent when a *preference*; Lange, **97**, 197.

JURISDICTION.—When in several *different districts*, petition may be set aside, or stayed, on motion; Waxelhaum, **97**, 562; **98**, 589; *Not lost*, by delay in issuing or *servng process* under order of the Court; *Lewis, **91**, 632; nor by 4 mos. *delay*, when deft. is *not found*; other creditors allowed to join by supplementary petition; *Stein, **105**, 749 (mem.); *absconding debtor* does not change his *residence* or affect the jurisdiction; Filer, **108**, 209.

None of a *Water Supply Co.*, not principally *trading* or *commercial*; *Westchester, **98**, 711; nor of a *dormant Mining Co.*, lands all leased; Rollins Co., **102**, 982; but *has jurisdiction* of a *Boarding Stable Co.*; Morton, **108**, 791; to set aside *frauds*, *quere*, Lehman, **99**, 542.

Continues over insolvent partnership in liquidation which is over 3 mos. in the district so long as there are *firm debts unpaid*; Hirsch, **97**, 571; or either partner is in the district; Blair, **99**, 76. See *Summary Proceedings*, p. 31, *Frauds*, p. 29.

LIENS.—Of a *judgment* over 4 mos. old, upon real estate fraudulently conveyed, not affected; *Lesser, **100**, 433; same of an old *execution*, if not *dormant*; *Ferguson, **95**, 429; *Workmen* have *lien* on garments made up in *lots*, for *whole bill*, on *any remaining* in their possession; delivery for *inspection* preparatory to payment is no waiver; Lewessohn, **100**, 776; attachments where enforced only through *execution* are *dissolved* by § 70 (f),

unless *judgment* is recovered 4 mos. before bankruptcy; Lesser, **108**, 201.

Equitable lien, of wife in husband's *endowment policy*, for premiums paid by her, and how computed; Diack, **100**, 770; by *creditor's bill* to reach *equitable assets* is only inchoate before decree; and if no receiver is appointed, it is ineffectual under §70 (f), unless *decree is obtained* over 4 mos. before bankruptcy; §70 applies in *voluntary cases* also; *Lesser, **100**, 433; Vaughan, **97**, 560.

MECHANICS' LIEN.—Under N. Y. law is a "legal proceeding" and annulled by §70 (f) if within 4 mos.; Lien notice insufficient in *particulars* stated; Emslie, ***98**, 716; †**97**, 929.

NE EXEAT BOND may be issued to prevent *flight* of bankrupt; or as a *condition of release* from a state order of arrest; operative till *decision on discharge*; Lipke, **98**, 970; *Lewensohn, **99**, 73.

OBSTRUCTIVE SUIT in Circuit Court *disregarded*; *Kenney, **97**, 554; **95**, 427.

PARTNERSHIP.—See *Jurisdiction*, p. 29. *Petition for adjudication of firm* must show that *all* the partners are insolvent *jointly and severally*, as each is liable for all the firm debts, Blair, **99**, 76; if there are *firm assets*, actual or presumptive, the proceeding *must be joint*, and a *firm trustee* appointed; otherwise, no individual *discharge*; Meyers, **96**, 408; Firm assets fraudulently transferred, after one partner had assigned to the other, *marshaled* as between the joint and several creditors; Shapiro, **106**, 495; *Jurisdiction* exists so long as *firm debts* are unpaid; Hirsch, **97**, 571; *Assignment by two with consent* of the third partner is valid, and constitutes an act of Bankruptcy; Grant, **106**, 496. The proceeding is *not invalid for not joining* a person liable as partner to creditors only, but not a partner *inter sese*, *Kenney, **97**, 554.

PREFERENCE.—Payment of *back rent* is not, when necessary to realize on a *lease*, as an asset; Pearson, **95**, 425; Payment is not *recoverable back* when creditor had *no knowledge* of insolvency; Blair, **102**, 987; *Payment in regular course of business* to one having no knowledge of insolvency, is not a preference; Smoke, **104**, 289 [overruled, 183 U. S.]; Intent to prefer inferred from a transfer to a *relative* on an old debt, within 4 mos.; Grant, **106**, 496.

PROCESS.—See *Jurisdiction*, p. 29.

PROOF OF DEBTS.—Debts may be *proved for dividend*, and still be prosecuted for the *fraud* in contracting them; *Lewensohn, **99**, 73; On *lease* may prove rent due up to *adjudication* only; Arnstein, **101**, 706; *Amendment* allowed to state *security held*; Wilder, **101**, 104.

RECEIVER; in bankruptcy should apply to state Court as *intervenor*, as required; Price, **92**, 987.

RESIDENCE.—Former presumed till a legal *change* is proved; poll-tax, family residence; Waxelbaum, **97**, 56.

SALE OF ASSETS.—By trustee or receiver when set aside for insufficiency, *bond* required; Findley, **104**, 675; *Sale of goods by creditor rescinded*, when inducement was partly *false representation*; Gany, **103**, 930.

SCHEDULES.—*Concealment, false oath*; see Discharge, p. 27.

STATE COURT.—Its prior receiver's possession of assets is not to be disturbed by summary order; trustee must apply to that Court; Price, **92**, 987.

STATUTE OF LIMITATIONS.—A judgment barred by, expunged; Lipman, **94**, 353; as against a *fund* collected by the administrator of the *bankrupt*, held that it begins to run from the time of collection; Devlin, **89**, 970; as against *frauds*, 2 years; old law; Little, **76**, 563; on a fraudulent transfer does not *begin to run* until creditor, by recovery of judgment and execution, is in a situation to begin an equity suit; Lehman, **99**, 542.

STAY ORDERS.—After *adjudication*, necessary to prevent *preferences*, or *waste* of the estate; or to protect the bankrupt, as authorized, from further *useless litigation* in suits in the State Courts; or in “supplementary proceedings” to secure assets belonging to the trustee; Kletchka, **92**, 901; Basch, **97**, 761; or against an *attachment* void by the bankrupt law; Lesser, **108**, 201; or a suit on a *void mechanics lien* to reach assets; Emslie, ***98**, 716; **97**, 929; or from suit upon an *unliquidated claim voluntarily withheld* from being *proved*; Hilton, **104**, 981; against *sheriff* and others to stop *sole on execution and distribution of moneys*; or the *seizure* and delivery of property in *replevin*, and to *give time* for election of a trustee, or the appointment of Receiver who can intervene to protect the right of creditors to the assets; *Gutwillig, **90**, 481, 475; *Kenney, **95**, 427; **97**, 554; Vaughan, **97**, 560; Lesser, ***99**, 913 (mem.); Goldman, **102**, 122; So also against the *distribution* in a pending suit of a *fund* representing a *fraudulent transfer* which should go to the trustee; *Riker, **107**, 96; Same on *Voluntary petitions*; Vaughan, **97**, 560.

Not granted against collection of *alimony*; such claims not being barred by the bankrupt's discharge; Shepard, **97**, 187; Anderson, **97**, 321; granted, against suits brought on *old debts after* as well as *before* adjudication; Basch, **97**, 761.

Stay vacated on suits against bankrupt after the question of discharge has been *determined*; Rosenthal, **108**, 368.

STENOGRAPHER; notes on objections to *discharge* are at creditor's cost for his direct ex.; Price, **91**, 635; *prior* notes of bankrupt's testimony are admitted when verified, Mellen, **97**, 326; Bard, **108**, 208; *Wilcox, **109**, 628; See “Evidence,” p. 28.

SUMMARY.—*Proceedings in Bankruptcy* may be by motion on notice to require transfer of *assets* held by an *assignee for creditors* on a *void assignment*; *Gutwillig, **90**, 475; or when held by Sheriff under an *execution avoided* by the act; *Kenney, **95**, 427; **97**, 554; or by any person not claiming an *adverse interest* with *possession*; *Surplus income*; †Baudouine, **96**, 536; but *plenary suit* is necessary, if title dates prior to bankruptcy, is not void on its face, and deft. is in *adverse possession*; such as *wife's business*; Cohn, **98**, 75; or *Moneys* collected on execution and paid over before the bankruptcy; Blair, **102**, 987; or other property, so held; Sheinbaum, **107**, 247.

TRANSFER of case to another District. See Jurisdiction, p. 29.

TRUST; *income* under will. See *Assets*, p. 26. *Secret trust* for bankruptcy; See *Discharge*, p. 27.

TRUSTEE, CHOICE OF.—If person elected is *disapproved*, or *declines*, a *new election* on notice is necessary; bankrupt's allegations of *bias* against him are not

sufficient to disqualify; Lewensohn, **98**, 576; Referee may appoint, if creditors are *dilatory*, and their delay is merely for *manouvering*, Kuffler, **97**, 187; Referee may *disapprove* selection when creditors' *proxy* is closely associated with bankrupt, in order to avoid collusion with him; Rekersdress, **108**, 206.

Votes for by a *proxy* may be rejected, where the proxy is charged with collusion with the bankrupt, evidence is given, and proxy and his clerk refuse to testify when called as witnesses, though ordered to testify by the referee; new powers to same proxy make no change; †Henschel, **109**, 861; All *claims proved* and *before* the Referee at the election are "*present*," and should be counted; †Henschel, **109**, 861. *Atty. at law*, as such has not right to *vote*; a *power* necessary; Blankfein, **97**, 191; power must be duly acknowledged and certificate show the *venue*; †Henschel, **109**, 861. When a *preference* has been *set aside*, the creditor's claim is to be *counted* among the *debts*; Tirre, **95**, 425.

WIFE'S BUSINESS, or property; Freund, **98**, 81; De Leeuw, **98**, 408; *wife* not *debarred* from discharge by reason of irregular books kept by her husband as her agent to *conceal his frauds on her*; Meyers, **105**, 353; See Schultz, **109**, 264.

WILL.—Trust property under; See *Assets*, p. 26.

WITNESS is *privileged* as to testifying concerning his *gambling debts*; criminal offense; Feldstein, **103**, 269.

BARRATRY.—Thievish Seamen (?) Manitoba, **104**, 145.

BILL OF LADING. See *Carriers, Charter-party, Foreign Law*.

On B/L to *order*, the goods, if B/L is wrongly withheld, may be rightly delivered without the B/L to the *true owner* who has paid shipper for them; previous application of *payments* cannot be changed by shipper; *Herbst, **97**, 343. Signed by *charterers*, "for the captain," with his *assent*, binds the ship; Sprott, **70**, 327. Taken by charterers for their *own goods*, are subject to the *charter terms* and *bind* the *endorsees*; *Sandfield, **79**, 371.

CONTROLS CUSTOM.—Chalk, "fast as can deliver"; †Glenfinlas, **42**, 232. Controlled by charter, *Crenshaw, **37**, 432; Saugerties, **44**, 628; contra, as to bona fide endorsee; †Pietro, **39**, 366. Controlled by charter, Chadwicke, **29**, 521.

CONSTRUCTION AND EFFECT.—See *Demurrage, Charter-party, Lay-days*. Imports the liability of a *common car*, save exceptions; tea, *oil damage*; *Mascotte, **48**, 119; plumbago, *do*, shipment by *charterer*, ship liable to bona fide *assignee*, Braker, **48**, 696; clause "to deposit on lighters" don't mean on those of third persons without *authority*; ship liable for *capsizing* sulphur, *Iniziativa, **50**, 229; recital of *receipt* on *doek* only, with option as to the ship, is not B/L proper; liable only for cotton put *aboard*, C. Miller, **53**, 136; stamping "insured," &c., is only an *agreement* to procure insurance, no jurisdiction, Marquardt, **53**, 603; endorsed *conditions* not referred to in passenger ticket, invalid; †Majestic, **56**, 244; adopt the *practical construction* of the parties; delay in finding *berth*,

demurrage, Paving Co., **56**, 525; "liberty to tow, etc.," don't authorize known *sacrifice* of ship's *perishable* cargo to earn *salvage*, without compensation; knowledge necessary to liability, "chilled beef," Wells, **57**, 317; *salvage*, "half the *value*" means $\frac{1}{2}$ of *net value* deducting liens, Alert, **56**, 721. "Not accountable for *damage*." Held *previous* damage, not ship's damage. Iron in central bin scattered. Bin defective. Ship liable for rust and damage. Not for seawater through seams. Damage to be separated, Tommy, **16**, 601.

"Ready to discharge"; Stevedore named, †Boskenna Bay, **22**, 662; Connecting lines, "following steamer," and transshipment, construed by business usage, *Marx v. S. S. Co., **22**, 680; "Invoice value," partial injury, Pearce v. Quebec Co., **24**, 285; Fire on wharf; General orders; "Ready to discharge," without risk of fire, loss, or injury, *The Egypt, **25**, 320; Same, City of Lincoln, **25**, 835; Exception, "valuable goods" to be paid for accordingly; Value concealed; Musk; Box rifled; Not liable; The Denmark, **27**, 141.

Words "*freight as per charter party*," don't include charter *demurrage* or require consignee to pay it; *Burrill, **65**, 104. "*Liberty to call*," don't excuse taking *insufficient coal* for the voyage; *Hurlbut, **76**, 587. Consignment of iron for delivery to ship "*alongside*," means delivery *direct on board ship*, not on *dock*; Vincent, **108**, 428. "To be *transhipped* and forwarded," binds carrier till goods are *delivered* to forwarding vessel; rice *capsized*; all liable. Smith, **110**, 680.

DELIVERY; See *Charter-party, Carriers*. Delivery to Collector is a "*right delivery*," McKay, **37**, 229; B/L issued by mistake, not liable; "and or" goods not on board; *Crenshaw, **37**, 432. On Captain's copy, delivery not required; Saugerties, **44**, 629. Freight to be *paid or secured* before; Hender-son, **38**, 36. *Recital of number of bales shipped*, no *estoppel*; may show mistake or fraud in the *tally*, as against endorsee of B/L, Asphodel, **53**, 835. Should be *direct and timely*; goods misplaced, overcarried †Calderon, **64**, 874; "at Baranquilla," means the customary *port* of Puerto Columbo, not the unsafe *river port*; Zambrana, **70**, 320. 25 missing bags of sugar; loss by sea perils; *custom house weights* most credible after 15 months storage; Linklater, **88**, 526. Poor *bags*; linseed *spilled*; ship not liable; exceptions of B/L; Payne, **74**, 563.

DESCRIPTION.—False; stearine called *tallow*; rain damage not recoverable; Mississippi, **76**, 375.

EXCEPTIONS.—See *Charter-party, Carriers*. Validity; Law of Flag; discharging fruit; †Boskenna Bay, **36**, 697; of *neg. collision* don't absolve same owners of *other vessel*; Britannic, **39**, 395. "*Weight unknown*," and "as per charter party," bind endorsee of draft; McKay, **37**, 229; must prove *weight*; †Pietro, **38**, 148; "More or less," excuses shortage of *piles*; Dixie, **46**, 403. Do not excuse *neglect* of *prior* precautions against *rat* damage; †Timor, **46**, 859.

Exceptions don't excuse *negligence*, or *unseaworthiness*; *Rover, **33**, 515; "Heat" covers the "*cooking*" of nuts, if no negligence; Portuense, **35**, 670; "*Leakage*" don't cover *holes* driven by *thieves*, if ship negligent; Giglio, **31**, 432; nor the effects of loose *dunnage*, glycerine, *Marx, **34**, 906; *Weight un-*

known stamped, repels presumption of B/L; other proof then necessary, *Matthiessen, 29, 794; Neumark, 33, 891; Abbott, 33, 895, *Holder*, liable for demurrage by vendee's delay; Nielson, 30, 138; for freight on trans-shipment; prior damage, excess recoverable; Sumner, 30, 264; Liberty to call and to tow, means along the usual route; Thebaud, 35, 620. Warranty to deliver on fixed day not provable by parol; Petrie, 35, 310.

Exceptions of negligence, invalid, †Majestic, 56, 244; same, on adopting "law of England," invalid, *Energia, 56, 124; *Guildhall, 58, 796; *Hugo, 57, 403; Brantford City, 29, 373; sea peril, hole caused by accidental log on shoal in slip; Ins. Co., 56, 301; don't cover owner's fault in appointing drunken master, leading to collision and cargo-damage; *Guildhall, 58, 796; of vermin, don't cover omission of reasonable precaution against rats before sailing; Italia, 59, 617; of negligence, valid by French law, which governs damage to brandy in Havre, or in land transit; Comp. Gen. Trans., 59, 789; as to inaccuracy of marks of cargo, requires proof of marks shipped; *Enchantress, 58, 910; "weight unknown"; indirect proof of weight; heans, sweepings to within ¼ of one per cent.; †Timor, 61, 633; †Euripides, 63, 140. See *Carriers*, p. 38.

Neither exception of negligence, nor stipulation for "British law" or the "law of the flag" is available here as a defense for negligent damage here or on the high seas; contrary to public policy and to the Harter Act; *Eatona, 64, 880; *Knott, 76, 582.

Exception of "breakage," boxes of firecrackers; ship not liable on proof of good stowage; Lennox, 90, 308. "Breakage" don't excuse loss from bad loading or bad stowage of glycerine, or shifting; †Frey, 92, 667. "Deterioration" of fruits, decay in garlic; bad ventilation not proved; held uncured when shipped; *Hindoustan, 67, 794. "Not responsible for condition of bags"; linseed, bags poor, no fault in the ship,—good defense for spilling; no custom to re-condition bags; Payne, 74, 563. "Sweating"; to hold ship, negligence must be proved; Flintshire, 69, 471.

"Perils of the Seas" includes damage from sea water coming through a hole caused by explosion of detonators; †Booth, 64, 878. "Weight unknown"; empty boxes; estimate of sugar damages, polariscope tests; †Euripides, 63, 140. Exceptions don't excuse negligent stowage nor over-carriage of goods, nor does Harter Act; limit of \$100 per package, reasonable; †Calderon, 64, 874.

"Blockade and restraint of princes," see *Contraband*, p. 36. †Styria, 93, 474. "Damage from unseaworthiness if due diligence is used"; reasonably careful inspection still necessary; held, hole in valve chest from corrosion and wear, arose from long neglect; *Friesland, 104, 99; this exception good if due diligence and due inspection are proved; *Ontario, 106, 324.

"Limiting Liability," see above *Exceptions, Carriers*, p. 39; requiring claim to be presented within 2½ hours after discharge and due notice, valid; Naranja, 104, 160.

BLOCKADE.—See *Charter-party*; Spartan, 25, 44.

BOOKS, ALTERED.—See *Lien*, Statutory.

Given for *repairs* in port of refuge, in part invalid as *unnecessary* and *without notice* to owner; *premiums* and *commissions* disallowed; storms, leak, sea perils; Valparaiso; Mauna Loa, **76**, 829. An original plain *draft*, becomes bottomry by a *letter attached to it* on endorsement; *Neall, **95**, 491. Prior advances. *Communication* with owner. Mortgagee not in possession cannot dispute owner's authority to execute bond. Exaction of 20 per cent. *inequitable against known mortgagee*, who was *virtual owner*. Collusion. †Archer, **15**, 276.

Assignment to ship's agents; special a/c.; advances, *current receipts* applied first to *general a/c.*; balances to bottomry *lien*; Martha, **29**, 708; *Draft*, valid as bottomry; *release* on agreement for *lien*; *parol* rejected; *loading* while in custody illegal; *Pendergast, **30**, 717. On ship and freight, if lost, covers average *salvage*; Intermediate freights to go first to ship's needs; Force, **35**, 767; †O'Brien, **35**, 779. Of cargo, ship owner not liable to cargo owner; †O'Brien, **35**, 779. Master's bottomry *note*, not authorized for settling *freight* or buying *cargo*; fraud, *endorsee* no better rights; Lykus, **36**, 919; Serapis, **37**, 436. Master not liable on *official signature*. *Forms*. Serapis, **37**, 436.

Ship lost; *transshipped* cargo *saved*, is liable; salvage included by implication; collision damages collected are recoverable; they represent the ship; no utter loss avoiding the bond; †Miller, **59**, 621; carriers' *lien* for *freight* on transshipment at port of distress, preferred to prior bottomry; Grace, **62**, 607.

BROKERS. See *Lien*.

Commission on charter, includes charter *demurrage*; Brown, **48**, 115.

BURDEN OF PROOF.

On ship, to show seaworthiness by *due inspection* before the voyage; *leaky port*, water test, *misfitting blind*; *Phoenicia, **90**, 116. On loss within an "exception," ship not liable except on proof of negligence, firecrackers; Lennox, **90**, 308; sweating; Flintshire, **69**, 471. On the ship to show *good stowage*, notwithstanding rough weather; *baggage*; †Kensington, **88**, 331. See pp. 48, 92.

CARRIERS.

See *B/L. Charter-party, Damages, Harter Act, Stranding, Passengers*.

Boat hired to *store and move grain* is not a *carrier*; Burns, **52**, 159. Only *general ship* is *common carrier*. Top heavy. Jettison. Negligence. Sumner v. Cas., **20**, 249; Charter for a single cargo is not common carrier; Dan, **40**, 691. In collision, libellant carrier recovers damage to cargo, City of Macon, **20**, 159. "Quantity unknown." Indorsee of Bill Lading bound. Freight at lump sum. Credit Lyn.; **15**, 637. See Excel, Sibbern, **19**, 536; Querini, **19**, 123, 126. Rags. Keel sunk; bad stowage. Sale of cargo; notice; "quality unknown." Evidence on commission. General interrogatory, Excel. Sib., **19**, 536. *Recovery* for negligence limited to "*invoice value*," as agreed, *Hadji, **18**, 459. No action *in rem* for *price* of goods sold by carrier, New Hamp., **21**, 924. Assignee of bill of lading not affected by unknown charter; Querini, **19**, 126, 136, nor purchasers of goods on board; Groun, do., 143. Value concealed;

Fraudulent shipment, Musk; Box rifled; Exception valid; Not liable; The Denmark, **27**, 141; Passengers *overloading* steamers; Excursion permit; *Penalty*; The Harlem, **27**, 236; Not liable for iron properly put on customary wharf selected by consignee, *breaking down* by *secret defects*; *secus* on her own selection till reasonable time for removal; *Young v. Lehman, **27**, 383

ATTACHMENT of cargo, ship to *defend*, and *notify* owner; *Trigg, **37**, 708. Of ship, causing *delay*, ship liable to cargo; Conventina, **52**, 156.

CONSIGNEE.—Liable for bad *wharfage*; injury by ice; Ulrichs, **35**, 308. *Sinking* by *sewer* overflow; *consignee's* order, estopped; Harjes, **45**, 900.

CONTRABAND.—*Sulphur*, after loading, declared *contraband* in Spanish War; negotiations for exception; too *hasty discharge*; ship liable; †Styria, **93**, 474.

CONVERSION.—None, in the negligent *spilling* of beans; *sweepings* tendered; †Timor, **61**, 633; none, in *retaining* bbls. on board a *daily steamer* when no one appears to receive the goods, as usual, *Hattie P., **63**, 1015.

DAMAGE TO CARGO.—Two different causes. *Apportioned*, if possible, divided only as a last resort. Two *wettings* of Sugar. How apportioned; Shand, **16**, 570. Ship liable for injury by *other goods*. *Tea*. *Camphor*. Bill of lading. Evidence of external condition. Binds chartered ship. Transshipment. Owner of goods may sue carrier. Stevedore of charterer. Carrier not general agent, nor *prima facie* owner; T. A. Goddard, **12**, 174.

Dunnage as customary; The Chaska, **23**, 156; Sliding off *lighters*; †City of Alexandria, **23**, 826; "*Invoice value*"; *Partial* damage; Pearce v. Quebec Company, **24**, 285; Pump-hole; *Bad fastenings*; Latent defects; †E. I. Morrison, **27**, 136.

Drainage of sugar during unnecessary repairs; Queen, **28**, 755.

Freight on Teas transhipped on through bills; prior damages no offset to the last ship's freight; Sumner, **30**, 261. Fruit, other sales, price abroad; †Bosk. Bay, **31**, 612; Loss of market, Guilio, **34**, 909; *disputed*, lien claimed, both to get the facts; tender, *security*; Tangier, **32**, 230; **44**, 692; Henderson, **38**, 36; *Demurrage* paid, Petrie, **35**, 310.

Damage to tea chests by oil, *unexplained*; ship liable; *Mascotte, **48**, 119; do., *plumbago-casks*, cocoa oil; Braker, **48**, 696; do., *furniture*; water damage in bilges of old vessel; Johanne, **48**, 733; to *logwood*, by cutting less than *three feet*; custom, Jamaica, amount doubtful, *estimated*; Dickie, **49**, 390; lighter-man not liable for sulphur put on lighter without *knowledge* and upset; *Iniziativa, **50**, 229; to *tea* from camphor, *usage* to carry together not proved; negligence; Glamorganshire, **50**, 840; from water in hold, pumps stopped by *rat hole* in lead pipe, ship liable; †Euripides, **52**, 161; do., *hole* gnawed by *rats* in lead pipe running through cargo; water damage; ship's duty to protect by boxes or iron; Italia, **59**, 617; *vinegar casks broken* by sea perils; remains of casks improperly *destroyed*; America, **59**, 787; "*weight unknown*"; *succpings* of beans making difference only $\frac{1}{4}$ of 1 per ct.; negligent sweepings make no *conversion*; *sale* to be within a reasonable time; †Timor, **61**, 633; by oil to plumbago; stowage good; *perils of sea*; †Dunbritton, **61**, 764; for negligent *loss of cattle*; advanced freight and *insurance* recoverable; *Hugo, **61**, 860; to *passengers*, for agent's falsely inducing passage, must be *proximate*; Nor-

mannia, **62**, 469; to sugar, *polariscope test*; sampling; *average* of full bags; †Euripides, **63**, 140.

Liquidated; Entering vessel; other agents; £20 penalty; McAndrews, **29**, 715; On *Goods delivered*, difference in value here; Foreign changes disregarded; Unpaid *duties* not deducted; †Surrey, **30**, 223. *Refusal* to take sheep under charter; Rule, difference of freights or cost of delay and depreciation, profits; Rossend, **30**, 462. Chlorides in barrels, *experiment*; *leakage* excepted; no neg.; †Barracouta, **39**, 288; same, Glycerine *leakage*, neg. excepted; cuts; foreign law; British ship, Genoa; *Trinaeria, **42**, 863. Potato rot and delay at Quarantine, not liable; Bohemia, **38**, 756. Ship to protect goods attached and notify owner; *Trigg, **37**, 708.

DAMAGE BY NEGLIGENCE: Fruit; *Frost*; Duty of care; Bill of Lading; †Boskenna Bay, **22**, 662; Same: Discharge *at night* on wharf without notice; *Exceptions of fire*; When delivery complete; Permit; *Bond and Collector*; *Egypt, **25**, 320; Same: Duty in selecting *wharf*; Sufficiency; When *delivery complete* without notice; City of Lincoln, **25**, 835; Same: Exceptions of bill of lading don't excuse *want of ordinary care*; Fruit; *Frost*; Ignorance of Consignee; †The Surrey, **26**, 791; Of *passengers*: Rule of diligence; Ferry-boats; Fire; *Insufficient hose*; "Ready for service"; The Garden City, **26**, 766;

Goods injured by *ballast water tanks*. Faulty make or repair. Ship liable as unseaworthy, by negligence. "Risk of craft and hulk," means *small boats*. Limiting liability against damage. Subrogation of Insurers not prevented by "no damage insured against will be paid for," Cases, *Hadji, **16**, 861. Charter Party. Vessel warranted fit. Damage by *latent defects to Coffee*. *Burden of Proof*. Water through *split in deck*. Exaggerated *protest* as to severe weather. No signs in ship. Excessive caulking, Hubert, **13**, 912. *Stowage* on red wood. Towage binds parties only. Private leak. *Burden of Proof*. Separation of goods. Pharos, **9**, 912. Oranges not ventilated. Too deep loading; breach of charter. Negligence. English law. Proximate cause; Regulus, **18**, 380. Jettison; top heavy; crank; unseaworthy; private charter; Sumner v. Cas., **20**, 249. Glycerine. Transshipment; Usage, *Marx, **22**, 680.

DAMAGES.—By *rats*, when *large*, negligence presumed; Fiume, B/L exception no defence; †Timor, **46**, 859. Fruit *frosted* after notice to remove; †Boskenna Bay, **36**, 697. By water; rivet hole; Rose box; *latent neg.*; Bergenseren, **36**, 700. *Coal dust* through bulkhead; neg. stowage; Hills, **36**, 702. To *passenger by deviation*, \$200. Chateau M., **39**, 157. *Steam* in hold, ice; neg. Saugerties, **44**, 629. *Delay* in taking cattle; weight lost; Tower Hill, **37**, 806. Quarantine delay, *potato rot*, not neg., Bohemia, **38**, 746.

Mooring, careless, careening; boat alongside; no duty; Cottrell, **34**, 907. *Negligence* not excused here, under law of flag (British); Master's authority; Imprudent navigation; Cattle fittings; Deviation of compass from cargo's shifting; Brantford City, **29**, 373.

Open boat, mistake of each; hatches; tin; Hall, **34**, 904.

Damage to sugar, sampling *ex parte*, *notice required*, *polariscope test*, taking

average; †Euripides, **63**, 140. To *hides*, by sugar drainage at Para, Harter Act a defense to British ship; *Etona, **64**, 880. To *cargo* from *leaky deck*, *unseaworthiness*; due diligence not shown in superintending the repairs; Harter Act no defence; Peters, **68**, 919. To *coffee*, through lack of *dunnage* around the masts; to this extent not a sea peril; *Aspasia, **79**, 91. To *wool*, by sugar *drainage forward* through *change in trim* of ship at port of call; this is *negligence in loading and care* of cargo, not exempted by Harter Act; *Knott, **76**, 582. Through *neglect of pumps*, after rivets broke in ballast tank through sea perils; Harter Act; ship not liable; *Ontario, **106**, 324. To *nitrates*, *propellor* lost through *sea perils*; delays in port of repair, and sale of cargo; not liable, Homeric, **106**, 960.

Damage. Tank covering broken by *stanchion overweighted*, supports removed, *bad loading*; Kate, **91**, 679. To *coffee*, by water from *ballast pipe line*, *bad management*; Harter Act; no obstruction before sailing; *Mexican P., **82**, 484. Water tank sprung a leak in violent storm; leaky sluice-valve not unseaworthiness; *neglect of pumps*; Harter Act; *British King, **89**, 872. *Leaky port* through *misfitting blind*; no collision at Havre; *inspection insufficient*, best tests not used; *Phoenicia, **90**, 116. Tea damage, leak in *water-ways*, a sea peril from severe weather; Sintram, **64**, 884. *Sugar damage*; sudden heavy leak at center-board in calm five days out, held *unseaworthiness*; Bohannon, **64**, 883. *Decayed fruit*; exception; no neglect; *Hindustan, **67**, 794. Water damage to *sugar* through *leak* by *corrosion* of iron plate in the bottom; insufficient inspection of lifting boards; *Alvena, **74**, 252. Liable for beer *frozen on dock* through inability to obtain timely *permit* for removal; Hollender, Mar. Reg., May 8, '95.

Rolling over in slip while discharging; *top-heavy* from ice aloft; lack of care, ship liable; Germanic, **107**, 294; same, in port of refuge arising from original *bad loading*, shifting and heavy list; Oneida, **108**, 886. *Rotting* of hides, held result of prior dampness, sweat, or failure to use pumps; ship not liable; *Merida, **107**, 145 (Mss. 1662). Damage to *tobacco*, through bursting of a compartment service-pipe from *frost in loading*; no due *inspection*, partial unseaworthiness; Harter Act and B/L no defense; Catania, **107**, 152.

Exception; of negligence valid in England; Regulus, **18**, 382; Titania, **19**, 101; not so in U. S.; *Hadji, **16**, 861; Tommy, **16**, 601; Saratoga, **20**, 869; Of charterer's stevedore, binds ship; Goddard, **12**, 174; †Boskenna Bay, **22**, 662. Of damage that may be insured against doesn't cover negligence; Titania, **19**, 101; *Hadji, **16**, 861; negligence not proved, on damage by rust; Vaderland, **18**, 737. See *Bill L.*, p. 33-34.

Cases of negligence. Carrying on deck; Canaria, **16**, 868. Bad ballast tanks; *Hadji, do., 861. Latent defects of ship; Recknagel, **13**, 912; Sumner, **20**, 252. Proximity to red wood; Pharos, **9**, 912; to camphor; Goddard, **12**, 174; weak bins for iron; Tommy, **16**, 691. Top heavy; Sumner, **20**, 249. Sunk keel from iron in center; Excel. Sib., **19**, 536. Oranges, too deep loading, bad ventilation; Regulus, **18**, 380. Coin in insecure glory-hole stolen; Saratoga, **20**, 869; unloading lemons, &c., in frost; †Boskenna Bay, **22**, 662. Rags, "quality unknown." Sale in foreign port; Sunk keel; Excel. Sib., **19**, 536. See *ante*. See Usage, p. 138.

Limitation to "Invoice Value" valid; *Hadji, **18**, 459; to 250 francs in tickets for baggage is valid; †Kensington, **88**, 331; for goods; †Calderon, **64**, 874. Limitation to \$100, as respects torts unreasonable applied to loss of hand; *Moses, **88**, 329. Cattle; £1 per head limit unreasonable; Schwarzchild, **74**, 257. Limitation to invoice value, basis of computation on partial loss; †Styria, **93**, 474; **95**, 698; to claims presented within twenty-four hours after discharge; Naranja, **104**, 160.

DELIVERY OF GOODS.—See *Charter-party, Bill of Lading*. Delivery as per custom. "Port of N. Y." includes Brooklyn. Usage; delivery designated by majority of cargo. Pierrepont's stores; Devato, **20**, 510.

Two consignees of same name. Street omitted. Carrier liable only for negligence in delivery. Shipper should specify address, or stand the loss, if no fault in ship; Drew, **15**, 826.

Delay in home port; Master sick; fall in market, Guilio, **34**, 909.

Delivery erroneus in transshipment, no fault; iron bars, railroad, Newmark, **33**, 891; of all shipped sufficient; "131 short-shipped," do.; Abbott, **33**, 895. See SHORTAGE, p. 41.

Discharge at unusual dock lawful; Fire; *Arnold, **29**, 184; **25**, 320.

Delivery. Delayed by boatman's quarrel; Iroquois, **38**, 151. To be within port, or pay difference on tea; usage excludes Brooklyn; Adelaide, **38**, 753. "Right delivery," all packages to be accounted for; sugar, Havermeyer, **42**, 511; Oil; Gibson, **44**, 98. When unconditional; Reilly, **40**, 605; Eagan, **41**, 830; not required on Captain's B/L; Saugerties, **44**, 625. At dock as ordered by consignee; sewer damage; estoppel; Harjes, **45**, 900; Security may be required for freight on piles; Dixie, **46**, 403. Sweating, loss of sugar weight not proved, burden; *Matthiessen, **29**, 794.

Delivery: Mis-delivery at night; ship liable; *Donkin, **49**, 379; grain-boat hired by the day is not liable for thefts; Burns, **52**, 159; liable for negligent damage without B/L; †Euripides, **52**, 161; is not a personal insurer on B/L stamped "insured"; Marquardt, **53**, 603; liable for needless sacrifice of cattle in storm; *Hugo, **57**, 403; not good, in putting on lighter of third person without authority, sulphur capsized; *Iniziativa, **50**, 229; unreasonable delay by attachment of vessel at Leghorn; liable; Conventina, **52**, 156; discrepancy; delivering all shipped sufficient; Asphodel, **53**, 835; Miller, **53**, 136; customary dispatch; usual facilities; unnecessary separation, wharf blocked; improper instructions by consignees of cargo, do not bind ship; reach of ship's tackles, charge for piling not recoverable, custom; *Seagur, **55**, 324; shortage of "marks"; proceeds of surplus coffee applicable to ship's credit as surety, not to prior accounts; *Enchantress, **58**, 910; beans, ¼ of 1 per ct. shortage; no conversion, where rats caused spilling, and sweepings; †Timor, **61**, 633; to unload "as soon as possible"; must use both sides of deft's slip; Egan, **61**, 527; berth to be found by consignee; Paving Co., **56**, 525; readiness at usual landing sufficient; daily steamer may retain goods till next trip, if no one is present to receive; no conversion; *Hattie P., **63**, 1015.

Delivery: Carrier's readiness is sufficient; no one present to receive; *Hattie P., **63**, 1015. Shortage of oil cargo, leakage, lighterage, shipper's risk, Government custody, consignee's laches, nine weeks' delay; custom house report not

evidence; *Seguranca*, **68**, 1014. *Prevented by major force*, warfare in port, ship not "ready to deliver"; neither party in "default"; ¶*Burrill v. C.*, **65**, 104. Delivery *good* if made to custom house, when that is required by law and usage; also good if made to the person lawfully *entitled* to the goods through prior payment for them, though B/L be wrongfully *withheld* by shipper; *Herbst, **97**, 343. *Place of delivery*, must be according to custom; of a whole *tea cargo*, or if tea is the principal part, must be in the *tea district* of New York, not in Brooklyn; *Hewlitt, **105**, 80, mem. On consignment of canalboat to ship "alongside," delivery must be *guyed* by the ship; Vincent, **108**, 428.

DEVIATION.—Over-carriage through negligent arrangement for delivery, subsequent loss; vessel held as insurer; †Calderon, **64**, 874.

FREIGHT.—*Due* on right delivery to *Collector*; McKay, **37**, 439. *Agent to sell* liable for, B/L; Henle, **44**, 100; on delivery, not due till weighed; suit premature; difficulties, if goods damaged; *security*; Henderson, **38**, 36; Tangier, **32**, 330; **44**, 692; Dixie, **46**, 443. *Additional*, for concealed value of diamonds; agen.; Henle, **44**, 100. Freight. Goods on Deck at ship's risk. "On deck" written unlawfully on Bill of Lading. Custom to vary contract illegal. Shipping agents have no authority to ship on deck contrary to charter; Gran Canaria, **16**, 868. See *Damage*.

Gross amount is recoverable in gen. avg. for jettison, by the New York *custom*; †Chrystal, **82**, 472. When payable according to weight on delivery, custom house weight not objected to, is presumably agreed on; Linklater, **88**, 526. On "intake quantity" of coal in bulk payable on delivery, must be paid by charterer on the whole intake cargo, though partly jettisoned on the voyage; provable in gen. avg.; *Christie, **95**, 837. B/L lien for "all freights" includes that on previous cargoes; note given by shipper's agent don't release the shipper from liability; †Atlas, **102**, 358 (Mss. 1688).

Lump Sum.—On Guano; *Shaw & Folsom, **38**, 356. Not a lump sum on iron ore; Henderson, **38**, 36; nor on oil packages partly gone, on a rate "per ton"; Gibson, **44**, 98. *Tallies* discordant. Right to immediate settlement; may *arrest* the departure of goods; W. A. Morrell, **27**, 570.

INLAND CHARGES.—Lien for, not acquired under charter-provisions, but protected by insurance, Clintonia, **104**, 92.

LIGHTERING.—Box crowded overboard by raising a sling to ship's tackles from uneven piers, lighter liable; *Hogarth, **70**, 872. On agreement to deliver alongside, ship must haul up and guy the slings; loss is not boat's fault; Vincent, **108**, 428. On loss of *riee* by *upsetting* a topheavy lighter, under agreement to *forward* and *transship*, held, that the carrier, contractor and lighter-owner were liable; 59th Rule; Smith v. Booth, **110**, 680.

NEGLECT.—See DAMAGES, ante, p. 38.

OBLIGATIONS.—Must carry sufficient *fodder*, tendered for cattle; Connemara, **57**, 314; to *preserve cattle* in storm, so far as possible; *Hugo, **57**, 403; to carry *safely*, without B/L; †Euripides, **52**, 161.

PORT OF DISTRESS.—See *General Avg.* Transshipment, lien; Grace, **62**, 607.

RECONDITIONING of bags of linseed not required by usage on damage from sea perils; Payne, **74**, 563.

REFUSAL to accept goods, bad *storage*; Captain John, **33**, 927.

SEA PERILS.—See *Damages*. Stowage; grain heated; *Lex loei*; Dan, **40**, 691; Glycerine cuts; *Trinaeria, **42**, 863; Potato rot; Bohemia, **38**, 756; leakage, chlorides in barrels; †Barracouta, **39**, 288.

SHORTAGE.—See *Delivery*. Weight unknown, not liable; of iron, consignments mixed; †Pietro, **38**, 148; burden to prove, on consignee; discharging; tally; rough usage; bags and marks lost; Havermeyer, **42**, 511; on fruit not *identified*, average of whole cargo; Tangier, **44**, 692; Of *marks*, made good from *surplus* bags; *Enchantress, **58**, 910; mistake in *tally*; Asphodel, **53**, 835; with *sweepings* of beans, no shortage, if within $\frac{1}{4}$ of 1 per cent.; †Timor, **61**, 633.

Shortage: all taken on board was landed on dock; claim of shortage not made till several weeks after the *twenty-four hour limit* in B/L; laches not excused; held *barred*; Naranja, **104**, 160.

STEERAGE.—May be taken from *infected port*; cholera; Normannia, **62**, 469.

STOWAGE.—Bad; Plumbago under coconut oil; Braker, **48**, 696; good; †Dunbritton, **61**, 764; Bad; furniture in the bilges of *old vessel*; Johanne, **48**, 733; bad; ship liable for molasses and barrels broken on lurch; damage to *sugar* below; †Centurion, **57**, 412; Tea; Glamorganshire, **50**, 840. Usage of port sufficient, grain heated; Dan, **40**, 691.

Bad. Under open port, Manitoba, **104**, 145; Maccaroni, green fruit; Paturzo, etc., **31**, 611; Green hoops, provisions; Sweating; *Keystone, **31**, 412; Cork, oil barrels *adrift*; Maggie M., **30**, 692; Loose *dunnage*, glycerine; Marx, **34**, 906; Nuts heated, steam; no negligence; Portuense, **35**, 670; Liquorice, iron ore dust; Dampness; *dunnage*; Sale of whole cargo wrong; *Marinin S., **28**, 664. See *Harter Act*, p. 97.

Stowage of sugar below hides with iron deck between, is not negligence; *Etona, **64**, 888. Nor coffee adjoining water ballast, if means for protection are adequate; *Mexican P., **82**, 484. Stowage on deck as per custom, must not make vessel topheavy; Colima, **82**, 665. Stowage *negligent*, when goods cannot be found for discharge at port of call; †Calderon, **64**, 874.

TRANSSHIPMENT.—Glycerine. Through Bill L. Transshipment by "other steamer." Usage; *Marx, **22**, 680; at port of distress, *lien*, priority; Grace, **62**, 607. Rice lost in *transshipment*, lighter *capsizing*, carrier and others liable; Smith v. Booth, **110**, 680. Delivery *erroneous* in, iron bars; Neumark, **33**, 891. See T. A. Goddard, **12**, 174.

THIEVES.—Ship liable for; insufficient care; Giglio, **31**, 432. Coin stolen from "glory hole," exception of thieves, when valid; Saratoga, **20**, 869.

CATTLE.

Damage caused by *needlessly long salvage* recoverable; *limit* of one pound per head invalid; Schwarzcchild, **74**, 257.

Transportation of, bound to take *fodder* supplied; Connemara, **57**, 314; liable for unnecessary and *voluntary loss* in rough weather; open gangways; *Hugo, **57**, 403.

CHAMPERTY.

Advances, on a secured claim, not illegal; Jackson, **29**, 396.

See *Bill of Lading, Carriers*.

Negligence of charterer's stevedore binds ship. T. A. Goddard, **12**, 174.
 †Boskenna Bay, **22**, 662, Charterer has no power to bind ship for supplies contrary to stipulations. Notice. Presumption; Wm. Cook, **12**, 919; Francis, **21**, 715, 726, 921.

Tonnage representation: Fraud; Parol evidence; Rawson v. Lyon, **23**, 107; May be rescinded if vessel not seaworthy or insurable; Premuda, **23**, 410; Contract for "the season"; Telegrams as evidence in construction; *Calabria, **24**, 607; *Change of master* immaterial; Adele Thackera, **24**, 809; *Blockade of port* of destination; Customary dispatch; Chili; Waiver of master's authority; Different place of discharge; Demurrage; Spartan, **25**, 44; When limited by *parol*; Hides; Stevedore; Local *custom*; Isaksson, **26**, 642; *Managing owner v. Master*; Authority to settle freight; Power of attorney; Wall, **26**, 716; *Cesser of liability clause*; Demurrage; Provisional settlement; Master's note for future freight; Salt cargo worth less than freight; Written notice of discharge; How excused; Belaunzaran, **26**, 780; Same: recharter; Unauthorized note of master; *Voluntary payment*; Eisenhauer v. Belaunzaran, **26**, 784; Construction of "Intended to load"; Specified voyage, *additions invalid*; Beaver Line; Cattle; Acer, **26**, 874.

BILLS OF LADING.—Not to be demanded *variant* from charter; *Red R., **84**, 467. Signed by charterers, by Master authority, binding; Sprott, **70**, 327.

Controlled by charter; option not waived; Chadwicke, **29**, 521; *Deviation* to "tow"; Thebaud, **35**, 620. CONSTRUCTION: To take "coal," not to wait for "Culm"; Swan, **35**, 307.

Entering vessel; other agents; Penalty, £20; Gallo, **29**, 715.

Refusal to load sheep; damages; profits; Rossend, **30**, 462.

Time of Sailing a condition; *moving* in harbor, not "sailing"; Pederson, **32**, 841.

Unauthorized clauses; brokers, oil tanks; no contract; Compagnie, **31**, 492,

Working Hours. Not 24 consecutive hours; Principia, **34**, 667.

BREACH OF CHARTER.—Attachment for, causing *delay* to cargo; vessel liable; Conventina, **52**, 156; *part performance, abandonment*; lien for damages *in solido* against two vessels, Rosenthal, **57**, 254; as to *size and speed* of vessel to be built; Barracoa, **44**, 102; *abandonment* before loading, no lien in rem; *going* to place of loading not a sufficient part performance; boat *stolen*; no lien; Conrad, **57**, 256; refusal to accept vessel; gen. agt. has *authority* to execute charter; Prentice, **58**, 702; *security* to be given by *foreign* owner against *damage claims*, before payment of charter hire; Lloyd, **58**, 603; charterer leaving scow at sea fence without notice is liable for damage, as bailee; *Phoenix, **60**, 1019; cancelled for failure of guaranteed *speed*; "light laden" and "lay up" clauses; †Ceres, **61**, 701.

Asphalt *fittings* give way from insufficiency; owner's fault, hence *no. gen. avg.* for port of refuge expenses; Harter Act inapplicable, express contract; *Hine v. B., **68**, 920. *Guaranty* of 3,000 measurement tons capacity satisfied by sufficient cargo space under deck; †Balcarres, **66**, 358. Refusal to proceed

up Magdalena river to Baranquila, an *unsafe port*, no breach; Zambrana, **70**, 320. *Asphalt* included in "lawful trade," no breach; shaft tunnel bent; ship's risk; Dene, **103**, 983. Agreement for weekly shipments of hay, *partial failure to load*, right to rescind *waived* by subsequent shipments, no damage proved; demurrage and lost freight; Bloomingdale, **105**, 384.

Break-down through unscaworthiness is *breach*; abandonment of charter use; subsequent repair by charterer to return yacht as demanded; whether liable for *hire*, *quere*; *Ronalds, **109**, 905. *Break-down* of launch from defective *pin* in Harlem River; alleged *deviation*, held none; place immaterial; Sutliff, **110**, 560. Charterer's use of vessel to collect *war news* by following our naval fleet lawful; stranding on a trip within charter limits not caused by that use, but by master's negligence; charterer not liable; Ely, **110**, 563. CESSER CLAUSE.—Inapplicable to *demurrage* for which B/L gives no lien; ¶Burrill, **65**, 104. See Balaunzaran, **26**, 78; **26**, 784. Errors as to freight corrected; Serapis, **37**, 436.

CONSTRUCTION.—See *Delivery*: B/L Cesser, p. 43. *Option* to reject, if not arrived, to be exercised at *Macoris*, not at N. Y.; Hall, **49**, 281; controls B/L as between the parties; *Energia, **56**, 124; charterer's *agent* "to report to Cus. H.," don't give him ship's *inward* business; *Mignano, **49**, 376; must be reasonable; *statute lien* for supplies agst. a charterer's vessel don't give lien *forbidden* by the charter; *Kate, **56**, 614; delivery of vessel "on or about"; *seasonable start* necessary; *Alert, **61**, 504; "draft about 20 ft."; Emperor, **61**, 990; of lien clause for "amounts *duc* under charter" don't include *future* damages; *Freights of Kate, **63**, 707; "fruit or *light laden*," means fruit draft; "lay up" clause; †Ceres, **61**, 701; to unload "as soon as possible," must use *both sides* of *slip*; Egan, **61**, 527; "No claim against owners for *loss of cargo*," means as between owner and charterer; don't extend to shipper; †Centurion, **57**, 412.

Agreement that asphalt *shifting boards* be put in by owner's agents, means by ship, not by the agents personally; defects at ship's risk; *Hine, **68**, 920. Guaranty to carry 3,000 *measurement tons* means cubic feet of space under deck; †Balcarres, **66**, 358. Full reach of whole cargo capacity gives right to *use cattle shelter deck* for fruit; acquiescence, protest ineffectual; Menantic, **88**, 308. "Want of ordinary care" in marine policy, see Egbert, **71**, 739. To supply *rattans*, as required for *dunnage*, means to supply deficiency, Linklater, **88**, 526. Of bond for *damages* on chartered valued vessel; offset of \$10,000 prepaid allowed; †Sun Assn., **95**, 495.

Time charter with clause for *payment after expiration of time* named at same rate, authorizes *one round voyage* with usual return cargo, though time overruns, if no negligence; *Dover, **95**, 690. *Re-delivery* of vessel overrunning under a time charter; "hire to continue"; vessel may by usage use the *whole charter period* and overrun for time necessary for the *shortest trip within the charter*; Anderson, **104**, 913. "Lawful trade" in West Indies includes *asphalt*; ship takes risk of her sufficiency; Dene, **103**, 983. Exchange; "current rate" on London is the *sixty-day* rate; no new usage established; *Macy, **91**, 671.

COTTON.—Expense of screwing in ship is to be borne by the charterer; *Macy, **91**, 671.

DAMAGES.—See *Carrier*. To tea, from water through *bolt hole* in water tank, stanchion bent; †Exe., **52**, 155; *proximate cause*, *sea peril*, hole from *log* in slip; Pa. R. R., **56**, 301; chartered ship liable to *consignee* for charterer's faults of *stowage*; latter must *indemnify*; *exemption clause* construed; †Centurion, **57**, 412. On *refusal* to load *sheep*, differences in freight, cost of delay and depreciation, profits; Rossend, **30**, 462.

None for collector's sale of unclaimed cargo; McKay, **37**, 229; *do.*, by order of Court; Henderson, **38**, 36; to fictitious corp. binds only those interested; *McAdam, **37**, 73. For *delay* through clearance revoked; "default"; Snow, **46**, 129. Charterer is liable for stranding of scow while unloading under orders of his employes, though owner's man is on board; Hastorff, **92**, 398; for damages to a canalboat while sublet; *Gannon, **91**, 539. mem.

Hired scow *adrift* in storm; *anchor fouled* by chains in swinging; neglect to *examine* after winter ice; liable; Hastorff, **64**, 859; **92**, 398. Stranding in getting *war news*; bond for damages \$75,000; †Sun Assn., **95**, 485. By falling stone bins; Rondout Creek, scowman's neglect to move; *Hastorff, **110**, 669.

Different use in Harlem River when break-down not caused by, but by defective pin; not liable; Sutliff, **110**, 560. Stranding from negligence while collecting war news; lawful trade; individual courtesies and acts of humanity, not a breach of neutrality by ship. Ely, **110**, 563.

DEAD FREIGHT.—None, where shipper acted on master's estimate of a full load by tons; no means of weighing; Shipper's payment of wages on same estimate, at his own risk; Barber, **104**, 101.

DELIVERY.—See *B/L*; *Carriers*. "*Fast as can deliver*," means from customary hatches; consignee assigning berth; †Nether Holme, **50**, 434; customary despatch, *blocking* by segregation of same marks, *piling charges* disallowed; *Seagur, **55**, 324; "as soon as possible," must use *both sides* of slip; Egan, **61**, 527; of vessel "*about*" a date named, requires reasonable *start* to arrive on time; *Alert, **61**, 504.

DESPATCH MONEYS.—Loading at Elba; "bad weather" includes *rough seas*; unfit according to custom of local experts; Prince, **50**, 115. Laydays, "time saved in loading," "sooner despatched," detention of ship's papers on wrongful demand of special *B/L*; *Red R., **84**, 467.

DREADING CLAUSE.—Freight for full cargo of grain with option to load 750 tons of general merchandise, to claim full freight ship must have capacity for the 750 tons substituted; Plimsol mark; difficulty in observing same, and variation in salt and fresh water; added port expenses; So. Shields, **99**, 102. Same; *assignee*; dreading clause. See *Nautilus, &c., v. Forbes mss.*, 1722. See *Demurrage, Usage*.

EXCEPTIONS.—See *B/L*, p. 33. "*Restraint of princess*" don't include *attachment* of vessel for alleged *breach* of charter; Conventina, **52**, 156.

FULL CARGO.—Full draft; see *Dreading Clause, ante*.

FITTINGS.—Insufficient for asphalt cargo; *Hinc, **68**, 920.

HIRE.—Per ton on intake quantity, like lump sum charter; *Christie, **95**, 837.

Advance may be recovered back on ship's negligent stranding; Ely, **110**, 563. Before paid, *security* required against damage claims; N. D. Lloyds, **58**, 603.

INLAND CHARGES.—Assumed by charterers and not a lien, held insured; Clintonia, **104**, 92.

INSURANCE.—Allowed for on prepaid freight; *Macy, **91**, 671.

JOINT ADVENTURE.—Ice, *draft*; premature B/L; steam in hold; Saug., **44**, 625.

"LAWFUL TRADE"—Asphalt, Dene, **103**, 983; collecting *war news*; Ely, **110**, 563.

LIMITS.—Going *outside charter limits, infected port*, no clean bill of health; at *charterer's* risk; entry refused; captain, charterer's agent; ship not liable for delay; *Shadwan, **49**, 379. See *Construction*. Launch let for N. River practice, goes up the Harlem for oars and breaks down from a defective pin; held *place immaterial*, no violation; Sutcliffe, **110**, 560. See Ely, **110**, 563.

LOAD.—*Limited*; excess, grounding, guano; *Shaw, **38**, 356; *Refusing* to load; prior contract; remote; wharfage expense and handling; Wheelright, **44**, 380.

LOADING AND CHARGES.—Right to several ports, or removals in port, substitutions for; usage; bags; wharfage, etc.; So. Shields, **99**, 102. Same, *Nautilus v. Forbes* mss., 1722. When ship is full according to *master's* estimate, no good claim afterward for dead freight, if estimate was erroneous; Barber, **104**, 101. Sweating, rotten hides, see *Merida, **107**, 146, *mem.

TIME LIMIT, for *arrival* to load, is presumptive agreement for right to cancel, if late; Ruger, **90**, 310. For *close* of charter, overrunning time, see Anderson, **104**, 913; *Dover, **95**, 690. On an option to *cancel*, if vessel not arrived at day named, vessel loses right to cargo, if behind time; Hall, **49**, 281; is a maritime contract; Prentice, **58**, 704.

QUICK DISPATCH.—Requires prompt *security* for freight; Dixie, **46**, 403.

SUBSTITUTED VOYAGE, to be clearly proved; Wheelright, **42**, 862

SUBSTITUTED EXPENSE.—Night work, instead of demurrage; †Nether Holme, **50**, 434.

SUBSTITUTION.—Of *new verbal charter*, not proved; *Banan, **60**, 447.

UNSAFE PORT.—Baranquila, Magdalena River, discharge at Puerto Columbo; Zambrana, **70**, 320.

WAIVER of terms "within reach of ship's tackles"; Arreco, **36**, 606.

CHINESE EXCLUSION ACT. See Hab. Corpus, p. 96, Jam. **101**, 989.

CHOLERA. See *Passengers*.

CLERK OF COURT.

Extra compensation for *transfer* of fund to *Trust Co.*; Advance, **60**, 422.

COASTING TRADE.

Under Act of April 12, 1900, extends to Porto Rico; *pilotage* not *compulsory*; *Huss, **105**, 74.

ABANDONMENT.—Owner of vessel *damaged* or *sunk*, cannot *abandon* it at *wrongdoer's charge*, but must take *care* of it with reasonable *diligence*, if of material *value*. See *Damages*, p. 51; T. P. Way, **28**, 526; Pa. R. R., **50**, 335; Scott, **59**, 639; Dininny, **68**, 943.

ACCIDENTAL.—*Unwieldy* barge at Middletown bridge; Gildersleeve, **82**, 763; *valve-stem* breaks while crossing bows; No. 3, **91**, 803; tug suddenly *disabled* in Newtown Creek; only *one min.* time for discovery and avoidance by another tug and tow; †Protector, **113**, 868; Mss. 1742; from *hurricane*; Comet, **102**, 702. Sail vessels in light wind, unusual *leeway* and *sagging*, not to be anticipated; no fault in either; *Iroquois, **91**, 173.

ACTION.—For damages to *tow*, maintainable by master of tug as *bailee*; Buena Ventura, **108**, 550; by *mortgagee* for his damages and for use of his insurers; Grand Republic, **10**, 398.

Lies for *death claims in personam*; State Legislation recognized in admiralty; *McCullough, **55**, 98; Stern, **110**, 996.

ANCHOR.—See *Burden of Proof*, p. 48. Duty to, on *wind failing* in strong tide; †Jansen, **44**, 773. In Kills; Rice, **40**, 690; Media, **45**, 79; do. in *dense fog* in North River; †Raleigh, **41**, 527; To lash *inboard* for *quick cutting*; Gevalia, **39**, 47. Negligence to anchor and lie in *shallow water*; storm; Snow, **39**, 334.

Need not be *buoyed*; displacement of not proved; swinging with tide; close shaving; Baxter, **65**, 250; of scow tied up; *neglect to examine* anchor after winter *ice*; entangled; going adrift; Hastorf, **64**, 869. *Necessary* to be carried on *scows* in Hudson River; snow storm, getting *adrift*; failure of tug to go to rescue; Brown v. Cornell, **110**, 780. Must be *sufficient* for the ship; Rutter, **35**, 365.

While *raising*, vessel not bound to *avoid* another; *Aller, **59**, 491; fishing schr. on Grand Banks; fog bell not *heard* by steamer at 11 knots' speed; Fulda, **52**, 400; Russian man-of-war; boom *projecting* 60 ft., *without light*, no fault; Dimitri, **60**, 111; *both anchors* to be used in ice or storm; Annerly, **58**, 794; *lighter pounds* in easting off; *swells*; Rusted, **56**, 1022.

ANCHORAGE GROUND.—Schooner *luffs* toward; *overtaking* steamer negligent; Keller, **50**, 142; running on in fog, at *steamer's risk*; Boston Harbor, 1,200 feet out of course; *Buffalo, **50**, 630; do. in New York Bay; *Aller, **59**, 491; in N. Riv. *outside* of prescribed limits; *Heipershausen, **56**, 619; if *unsafe*, yacht liable; Sharpee She., **60**, 928; *derrick* anchored over *wreck* by permission, has not the full immunities of; Depew, **59**, 791. A steamer has a right to go to the *most suitable* anchorage grounds; on *conflict* held anchored in *channelway* (below Ft. Lafayette); thick fog; vessel's own risk; *Ailsa, **76**, 868; *wrecking operations* upon, application within 24 hours; Department permit sufficient; Monarch, **89**, 875; See Dimitri, **60**, 111; dredge's low white light misleading to tug and tow overtaking; ads. Bergen, **108**, 557. At vessel's *risk*, to run upon unnecessarily; Middletown, **44**, 941; †Drew, **35**, 789.

ANCHORING.—Light required. James River—Steamer's track; anchorage ground; *Isaac Bell, **9**, 842. Bell not necessary in *short* snow squalls.

*Rockaway, **19**, 449. In slip, buoy necessary—old rule; Alabama, **18**, 831. In dangerous places, both liable; Lucy D., **21**, 142. Improper anchoring does not excuse tug's going on; *Delaware, **12**, 571.

In *improper* place; notice to *move*; Westernland, **24**, 703; *Light and watch*; *Er. Corning, **25**, 572; *Foul berth*; fouling; drifting; Mary Fraser, **26**, 872. Off anchorage ground at Quarantine in a clear night, *immaterial* when causing no embarrassment; Municipal, **108**, 895; but *material* when vessel partly obscured by smoke of copper works; *Leary, **110**, 685; required to be on *anchorage ground* in East River in dense *fog*; *material*; no lookout forward; †Skidmore, **108**, 972; yacht *moored* in Shrewsbury River; narrow channel; whether dock *lawful* or not, *immaterial*; negligence; *Elberon, **70**, 720.

ANCHOR LIGHT.—See *Anchoring*. At wharf; Rutter, **35**, 365; in stream, Caldwell's; †Drew, **35**, 789. Additional *low stern light* misleading; Bergen, **108**, 557; anchor watch, lack of *immaterial*; yacht in hurricane; drifting at Bay Ridge; Comet, **102**, 702; *lack of light material off anchorage ground* at Quarantine, in the copper works smoke; *Leary, **110**, 685. Necessary in a *fair way*; Westfield, **38**, 366.

ANCHOR WATCH.—Required mid a fleet of vessels in a fairway; Wells, **29**, 216. In North River, when unnecessary; McCaldin, **35**, 330.

ANGLE OF.—Proves small luff; Grace S., **63**, 163. See †Champagne, **43**, 407.

Admitted, proves schooner *changed course*; *Stickney, **50**, 624; Brinton, **59**, 714; often valuable *evidence*; proved by the *blow*; *City of St. Augustine, **52**, 237; †Havilah, **33**, 875; Roanoke, **45**, 905.

APPORTIONMENT.—Under *carrier's act* of '93 (*Harter Act*), liability of either vessel is not *increased*; deduct from the other's *cargo-claims*, if necessary; Viola, **59**, 632; **60**, 296; two vessels *entangled* collide with a *third*; the last pays half; Annerly, **58**, 794. Of *damages* under *Harter Act*; in cases of mutual fault, cargo loses what the *carrier gains*; captain's and seamen's effects; *Niagara, **77**, 329; not applicable to *death-claims*; all share *pro rata* in *lim. liability fund*; Catskill, **95**, 700; among *three vessels*; Harold, **84**, 698; Lyndhurst, **92**, 681; Thomson, **12**, 189.

BACKING.—See *Reversing, Computations*. Across *North river*; *delay* in going *ahead*, misleading; *Servia, **30**, 502; In *slip*, no lookout; Grape-shot, **38**, 156; at Pier A; *Quaker City, **38**, 153; Fault to back between *two moving tows* at Horn's Hook; *Transfer No. 9, **107**, 533; Mss. 1713; Same N. river ferry boat backing after passing one tow in order to avoid danger ahead; *Paunpeck, **86**, 924, mem.

BATTERY.—See *Hugging shore*, p. 59. In rounding, vessel must keep *relative situation* or *signal* in time. Delay. Beaman, **18**, 334. *Hugging shore*; †E. A. Packer, **20**, 327; *Maryland, **19**, 551; Uncle Abe, **18**, 270. See *Sam Rotan, **20**, 333.

BECALMED, in tide, and drifting (round West Point), should use *oars*. Washburn, **19**, 788.

BEARING.—Mistake, must observe from line of *stern* or from *both sides* of ship; †Gypsum P., **57**, 859; Dorian, **68**, 1018.

BEATING.—*Drifting* in stays 400 feet against a tow at a wharf; Bogart, **50**,

140; duty to *tack* instead of crossing a hawser without signal; 700 ft. is sufficient space; Taylor, **52**, 323. To finish tack; Idlewild, **39**, 115; not against eddy; Johnson, **40**, 601; *C. F. Young, **45**, 505.

Windward boat to tack when leeward tacks; obstruction by a tow; Com. Jones **25**, 506; Duty to *crossing tug*; *Isle of Pines, **24**, 498.

BEND IN STREAM.—At Esopus Point, North River; bad lookout; *Drew, **41**, 445; Corlear's Hook keep *mid-river*; starboard rule don't apply; *Express, **44**, 392.

At Corlear's Hook, to keep in *mid-river*; †Doris Eckhoff, **32**, 555; Jn. H. Dillon, **30**, 285; at *Battery*; *Britannia, **34**, 546; *Lights* don't show course, Dillon, **30**, 285; Throg's Neek; North Star, **29**, 151; Anthony's Nose, *Ice King, **52**, 894. See Corlear's Hook. Dangerous to come down at *speed obscured by Horn's Hook*; *signal required by prudence* and by *usage* from *ascending* boat, though the latter is not intending to *round* the Hook; †No. 8 and Waterman, **82**, 478; Vessels *overtaking* and *passing at a bend* must observe strictly *Art. 18* as to *signals*; Gedney's Channel; dd. Mesaba, **111**, 215.

BOND OR STIPULATION.—See *Practice*, p. 118–119.

BREAKING ADRIFT.—See *Accident, Piers, Drafting, Mooring, Salvage, Sagging.*

Wallabout Canal; other fleet adrift; Nora, **46**, 869. Adrift from collision; but *damage* partly arising from lack of *necessary spare lines* on board, dd. †Float, **4**, **89**, 877; by *tow* tied up at *rendezvous* in Haverstraw Bay; neglect of *tug* to go to the *rescue* in a snowstorm; barges should have *anchors*; Brown, **110**, 780. See "Adrift," p. 21, 53.

BRIDGE.—Draw to be *opened* on signal; or notice given; *Pa. R. R., **59**, 190; wrong side of draw; Greenville, **58**, 805.

Brooklyn Bridge. At *high tide* don't admit *passing* under with mast *134 ft. high*. Mast *broken*; *McMillan, **107**, 149; *Lights blinding*; must slow in *approaching*; Demarest, **25**, 921; A *Draw* must be *rightly handled*; *city liable*; going *astant*; Egerton, **27**, 230. At Middletown, not an *obstruction*; Gilder-sleeve, **82**, 763.

BURDEN OF PROOF on libellant; Chester, **18**, 603; Hall, **14**, 418; †Saunders, **19**, 118. Wiman, **20**, 245. Webster, **18**, 724. To prove reduced speed. State of Alabama, **17**, 847. Vessel must justify departure from rule. Alaska, **22**, 548. For *not backing*; sustained, or not. See FAULT, p. 54. *Not changed* by whistles; Columbia, **29**, 716; Susquehanna, **35**, 320. To excuse *not backing*; sustained; †Galileo, **24**, 386; Contra, **28**, 469; Aurania, **29**, 98; Canal, *wrong side*; Ashf., **44**, 703; to show damage; Pierce, **40**, 767.

CHANGE OF COURSE.—See *Course, Keeping Course, Signals.*

CHANNEL WAY.—*Ignorance of*, causes collision; Ceres, **53**, 665; on rocks out of channel, at low tide; Morris, **59**, 616. Unnecessarily *anchoring* in, at vessel's risk, when it misleads or causes *embarrassment* in thick weather; below Ft. Lafayette in *fog*; *Ailsa, **76**, 868; material, in East river; †Skidmore, **108**, 972; at Quarantine when partly obscured by Copper-works smoke; *Leary, **110**, 685; *immaterial* if causing no *embarrassment* in a clear night; Municipal, **108**, 895.

CLOSE SHAVING.—See *Fault, Hugging Shore, Miscalculation.* In *crossing bows*

at Horn's Hook; Volunteer & Syr., **49**, 477; in going between *other boats*; Dorothy, **59**, 636; Pratt, **60**, 1022; to allow for *leeway* and *sagging*; *St. Augustine, **52**, 237; Vandal, **59**, 796; Grace S., **63**, 163; †Killien, **63**, 172; 2 Sail Ves.; †Gyp. Pr., **57**, 859; New. Creek; Thompson, **12**, 189; by sail vessels in passing; *sagging*; Grace Sey, **63**, 163; in *overtaking*; †Killien, **63**, 172; Magenta, **93**, 254; causing suction, Mcsaba, **111**, 215; at Hell Gate, Hallet's Point; Sam Sloan, **65**, 125; near scow at anchor, *swinging* with tide; Baxter, **65**, 250; *Unexpected stop* of ferry boat 300 feet from her *slip*; dd. Garrison, **65**, 253; steam and sail, opposite courses, *contradiction* as to *lights*, neither story *credible*, *inattention*, bad *lookout*; Dorian, **68**, 1018; near Horn's Hook; *Titan, **79**, 177; *mss. 1297; by tug in Newtown Creek near vessel *moored*, not *backing*; pushed over into collision; †Mascot, **66**, 74; in L. I. Sound, *delay* in porting and *reversing*; *Paoli, **92**, 940; in North River by steamer *overtaking* a tug and tow, *converging* one point; Magenta, **93**, 254; *small boat* doing repairs in the mined channel at Sandy Hook, *upset*; *death*; *Middleton, **110**, 1001; same; *laches*; d. Stern, **110**, 996; with a *moored yacht* in Shrewsbury River; *Elberon, **70**, 720. See *Margin*, p. 64.

COMPROMISES.—Attempts at, always without prejudice, Vandal, **59**, 796.

COMPUTATIONS.—As to *stopping* distance, *Normandie, **43**, 151; Roanoke, **45**, 908; †LaChampagne, **47**, 124; Fulda, **52**, 400; *Saale, **59**, 716. As to speed, backing, distance traversed, rate at collision; *Alene, **74**, 268; *Patria, **92**, 411; *Mary Powell, **92**, 408; Mesaba, **111**, 215; British Queen, **89**, 1003; *West Bkn., **106**, 751. See *Tide*, p. 78.

CONFLICTING evidence. Improbable navigation discredited; *City of N. Y., **15**, 624; or luff; Wiman, **20**, 249; *Sam Rotan, **20**, 333. As to weather; F. P. Hall, **14**, 408. Credit vessel with lookout; *Excelsior, **12**, 195. As to light; State of Alabama, **17**, 847. Distance, room to turn in. Webster, **18**, 724. As to lights and bearing; consistency; *Alhambra, **25**, 846; Same: Contemporaneous acts persuasive; *Amboy, **22**, 555; City of Atlanta, **26**, 456; City of Merida, **24**, 229; One-sided story must be credible; bias; *Columbia, **27**, 704.

CORLEAR'S HOOK.—400 ft. off; *sheer* in flood tide; no *signal* or lookout; *material*, †Clara & Rel., **49**, 765; See Express, **55**, 340; †Killien, **63**, 172. Rounding, sheer, going *too close* in overtaking and passing; †Killien, **63**, 172.

COSTS.—See page 84.

COURSE.—*Change* of to follow wind; fault; J. Auguste, **21**, 134; do. within 2 miles; Vim, **12**, 906; to get into Battery eddy; †E. A. Packer, **20**, 327; Vesper, **9**, 569. Sudden change; *torchlight*; material; *Excelsior, **12**, 195; *In extremis*; not a fault; State of Alabama, **17**, 847. When not *in extremis*; †City of N. Y., **15**, 624.

Mistake by other vessel; *Amboy, **22**, 555; Going to the left; City of Chester, **24**, 91; Sail vessel; when not to keep course; eddy; Haight v. Bird, **26**, 539; sail vessel to *give way* to avoid collision; †Nacoochee, **22**, 855; *Isle of Pines, **24**, 498. See Sail Vessel; Aurania, **29**, 98.

Converging, high speed; Aurania, **29**, 123; *Ferryboat's* course in *swinging* on rounding into slip; *Darcy, **29**, 644; To *stop* is not, "keeping"; †Britan., **34**, 546; Changing; Rose, **28**, 104; N. Star, **29**, 151; When *bound* to change; †America, **32**, 845; †Doris Eckhoff, **32**, 555; Columbia, **29**, 716; Susquchanna, **35**, 320.

Change of, wrong; *Allianca, **39**, 476; *Gulf St., **43**, 895; across tug's *bow* by schooner, Ives, **44**, 445; by brig 7 points, proved by *angle of collision*; Roanoke, **45**, 905; *Kept* rightly; *Normandie, **43**, 151; *West Brooklyn, **45**, 60; Dorian, **68**, 1018. *Change of, across bow*; at Hell Gate, Trans No. 5, **49**, 398; at Battery; *Garfield, **50**, 620; elsewhere; Van Houghton, **50**, 590; by *sail vessel*, in L. I. Sound; *Stickney, **50**, 624; by *schr.*, 10 knots, near Ellis Is., slow tug; Rose C., **52**, 328; *in extremis*, previous fault; *Daylight; **55**, 113; *five points*; *Saale, **59**, 716; *necessary*, if no *broadening* off; †Gypsum P., **57**, 859; in Arthur Kills; Brinton, **59**, 714; in preparing to *anchor*; Pratt, **60**, 1022; going on *wrong side* of Cut Channel; *Energia, **56**, 124; *Leeway*, explains *apparent change*; *City St. Augustine, **52**, 237.

CROSSING BOWS.—See *Course*; *Left, going to*; *Luffing*; *Signals delayed*. At steamer's risk; Alaska, **22**, 548; Pavonia, **23**, 204; Pennland, **23**, 551; Nereus, **23**, 448; In *beating*; *Isle of Pines, **24**, 498; *Demarest, **25**, 921; *Columbia, **27**, 704. At Battery, Beaman, **18**, 334; †Packer, **20**, 327; by *ferry-boat*, not privileged; Geo. Washington, Mss. 510; 2 Mar. R., 470.

By non-privileged vessel, at steamer's risk; †America, **32**, 845; City of Albany, **34**, 812; *Fanwood, **28**, 373; *Darcy, **29**, 644; *Senff, **32**, 237; Previous courses safe; Farragut, **35**, 617; Crossing to the left, no assent; *Baltimore, **34**, 660; by *sailing vessel*, North Star, **29**, 151; By *pilot boat* on supposed luff; Cambusdoon, **30**, 704; By non-privileged vessel at *her own risk*, North River; Talisman, **36**, 600; Stranger, **44**, 815; to port, to get into *slack water*; Cement R., **38**, 764; *do.*, *Rockaway, **38**, 856; *do.*, at sea, *close shaving*, Beta, **40**, 899; *By sudden sheer*, *Express, **44**, 392; *By privileged vessel*; leeway, Roanoke, **45**, 905; Ives, **44**, 445; †La Champagne, **47**, 122. *Right* to make *landing* on signal; wrong to persist without *assent*, at Castle Gar.; Stone, **49**, 475; by non-privileged vessel, n. Astoria shore without *assent*; mistake; Trans. No. 5, **49**, 398; *do.*, on *contrary signals*; *Orange, **64**, 141; *do.*, and no *signals*, misunderstanding; *McCullough, **55**, 98; Horn's Hook, 150 ft. off; *close shaving*; miscalculation of *speed*; delay in starboarding; Syracuse, **49**, 477; when too near, liable though signals assent; *Garfield, **50**, 620; *inattention* to whistles, delay in *backing*; Baltimore, **56**, 127; *do.*, E. R.; tug goes to left *ahead* of ferryboat; liable; *Dakota, **60**, 1020; Brooklyn, **62**, 759; after being *agreed on*, fault to slow and *stop*; *Nutmeg State, **62**, 847. *Luffing* just after; Elmira, Mss., 1355.

By ferryboat and steamer at Battery, *two whistles*, no assent; *contrary signals*, late reversing, *going to left*; dd. Saratoga, **77**, 224; by burdened vessel with two whistles unanswered (*dissent*); at vessel's *own risk*. *Florence & El D., **68**, 940; Ferguson, **108**, 973; same, where *dissent* is given; *Columbia, **92**, 936; assenting 2 whistles followed at once by danger signals, *not misleading*; but *assent* to 2 whistles is *not required* by rule 3; Bergen, **108**, 555; crossing

a vessel going to anchor, contrary signals, whistles not heard, going to left at ship's risk; Rule 21, rightly stopping; Friesland, **76**, 591; at north end of Blackwell's Island, crossing is dangerous navigation; *Titan, **79**, 117; Mss. 1237; by ferryboat without signalling; *Rosedale & O., **88**, 324; by small launch through inattention; *Mary Powell, **92**, 408; same, by steamer at Starin's Pier; City of Augusta, **102**, 991; by tug and float near South Ferry, not in mid-river, bad lookout; *Lawrence, **97**, 351; of a ferryboat entering slip, and without signalling; Republic, **102**, 997; Going to the left to land in the Kills; winding channel, early signals required, delayed; King, **106**, 980; Ferry-boat forbidden to cross ahead of tow, Art. 19 Inland Rules; contrary whistles; reckless persistence by ferry-boat; Garland, **110**, 687. Crossing or overtaking, occasional difficulty in determining; *Mary Powell, **92**, 408.

CROWDING.—See *Close Shaving*. Rounding point; Bay Queen, **27**, 813; Aurania, **29**, 98; Near slip to turn; Spraker, **29**, 458; Ferry-boat; Columbia, **29**, 716; In narrow channel; Camelia, **38**, 458; by ferry-boat, Corlears Hook; Garden City, **38**, 860; Neg. Point; Northam, **37**, 238; of vessel docking; Cyclops, **45**, 122; In passage between two boats; Dorothy, **59**, 636; in narrow channel, not to pass; Lamberton, **50**, 326; in Hell Gate, Brockton, **47**, 333. Alleged, but disproved, North Brothers Isl.; reef; conflict, *inexpert captain*; d. Craigearn, **106**, 978.

CUSTOM.—To seek stuck water at Pier A; notice presumed; Wilbur, **38**, 153; at Negro Point; †Josephine, **45**, 909; to carry false lights, *illegal*; Chase, **46**, 874. Warp across slip; notice; Fulda, **31**, 352; when notice not required; *N. York, **88**, 556. Not valid to justify passing near ferry slips at 10 kn. speed at night; City of Augusta, **102**, 991; unavailing, Farragut, **35**, 617. See p. 85; USAGE, p. 80, 138.

DAMAGES.—See *Apportionment, Death, Old Boats, Personal Injuries*. On total loss, value and net freight; Utopia, **16**, 507. Expense of saving and landing the other's crew; Whitwill, **19**, 547. Best evidence of do. exaggerations, demurrage, raising, &c., *Venus, **17**, 925; *Excelsior, **17**, 924; Quaker City, **19**, 141. Old boats, see Offset; Carrier recovers for cargo; Macon, **20**, 159. See p. 87.

Invoice value allowed; shrinkage disregarded; commissions disallowed; City of York, **23**, 616; For loss of life, recoverable; *Columbia, **27**, 704; Only proximate allowed; Reba, **22**, 546; T. P. Way, **28**, 526; Intervening voyages; deduction; *H. M. Clark, **22**, 752; Marshaling claims for; Grape-shot, **22**, 123; Mending required, instead of new; J. T. Easton, **24**, 950; Seaman's and Master's effects against their own vessel; City of New York, **25**, 149; Half damages for ice crushing old boat; Reba, **22**, 546; General repairs in excess scrutinized; City of Chester, **27**, 399.

Massing don't include shipowner's cargo; Bristol, **29**, 867; Only cost of repairs allowed; Estimates, when incompetent; Chester, **34**, 429; Dead freight not allowed when freights procurable; *Raymond, **28**, 765; Wharfage, commission, int. net earnings; Dumont, **34**, 428; Sunk vessel to be raised promptly; Can't abandon; delay; Way, **28**, 526; Seeks port to repair jibboom; Wells v. Arms, **29**, 216. Loss of charter, wages, profits, adjusting compass, survey, Superintendent, rating, protest; Belgenland, **36**, 504.

Survey, demurrage, *spare boat*, crew's wages, *Continental, **36**, 716; *Increase* suspicious; survey not used; Olive Baker, **36**, 717; *Seamen get half*, on mutual fault; thrown overboard, *actual* damage only; Queen, **40**, 694; allow salvage paid, not costs of salvage suit; unusual (boiler cracked), discredited; deduct *charter expenses*; Fletcher, **42**, 504; insurance re-rating; allotment notes; *subsequent capsizing* not allowed; Beta, **44**, 389. *Old boat* and no damage proved; Pierce, **40**, 767; only *proximate* and natural allowed; not contingent profits, nor *lost charter*; Queen, **40**, 694; lost charter when allowed; Belgenland, **36**, 504 (see City of Lincoln, **15**, P. Div., 15; †Tantallon, **37**, 148); wrist broken by interference, Mystic, **44**, 398; An old boat's exaggeration is not *fraud*; †Pettie, **44**, 382.

On *ship-owner's goods*, no *freight*, but only value of *ship* and *expenses* of voyage allowed; Havener, **50**, 232; ship's duty to prevent *subsequent damages*; rise of tide; refusal to pay double wages; \$400 deducted; Penn. R. R., **50**, 335; do.; Scott, **59**, 638; when the wreck is sold, allow *salvage* paid, not costs; *interest*, not *demurrage*, whole *freight* less subsequent expenses; *value* of vessel, how ascertained; †La Champagne, **53**, 398; on claims bought up, allow *price paid*, as on a *common burden*; *Gulf Str., **58**, 604; *foreign average* adjustment on cargo, recoverable; *lex fori*; *Energia, **61**, 222; *polariscope* test, good if sampled on notice and *survey*; allow average for *empty bags*; †Euripides, **63**, 140; value vessel, great conflict; *Gulf Str., **58**, 604; *Proximate* only; subsequent neglect; Brinton, **50**, 581; Penn. R. R., **50**, 335; Scott, **59**, 638.

Caused by a *salving tug* through *collision* during a *salvage service*, recoverable; Ashbourne, **99**, 111; by collision with City vessel; repairs under *advertised bids excessive* and not allowed in full; Haddon, **68**, 1017; marine ins.; *abandonment* by vendee in possession; delivery in escrow; waiver of rights; reference as to amount of loss; Dininy, **68**, 943; allowed \$1,250 to wife for *nervous shock*; \$250 to husband; *Rosedale, **88**, 324; for loss of hand, \$100 is an *unreasonable limit* in ticket; \$2,500 allowed to child, \$500 to father; *Moses v. Hamb, **88**, 329; Confined to *proximate results*; for persistent towage of disabled vessel until she sank in deep water, \$1,000 of entire damage charged to this subsequent negligence; †No. 8; **82**, 478; **88**, 551.

Under Harter Act the lost vessel need not *contribute*, though in fault, for cargo losses, but she retains her own recovery; nor should the other vessel pay more than before; seamen's effects; no good fog horn; *Niagara, **77**, 329.

Demurrage for *delay* while doing other *necessary repairs* not allowed, if *no real detention*, and the vessel sailed on her regular day; Saginaw, **95**, 703.

Division, other than by *halves* suggested; Little S., **84**, 512; equally among three in fault; Harold, **84**, 698; Lyndhurst, **92**, 681; Thompson, **12**, 189. *Depreciation* by *twisting*; \$1,800 allowed; Helgoland, **79**, 123.

DANGER.—Proved by reappearance of *red light*; *Gulf stream, **43**, 895; tug *backing across ferry slip*, not expected; *West Brooklyn, **45**, 60.

DEATH.—Suit by widow; *Columbia, **27**, 704. *New York State* waters; no action on *mutual fault*; Idlewild, **39**, 115. Claims in *personam*, State Act, competent, *marine tort*; fireman is *fellow servant* with *pilot* or *muster*, as to *ordinary* navigation; †McCullough, **55**, 98; †Killien, **63**,

172. Corlears Hook, collision, fireman *forced*, or *jumped*, overboard; not *fellow servant*; †Killien, **63**, 173. *Pilot boat upsetting* its own yawl; negligence not proved, *fellow servant*; State law, extends its jurisdiction one marine league from shore; Carlson, **93**, 468; North River, collision, *apportionment*, 7 claims; Catskill, **95**, 700; *upsetting repair-boat* in a mined channel near Sandy Hook; *Middleton, **110**, 1001; same; N. J. Statute requires suit *within 12 mos.*; applies in N. Y.; Stern, **110**, 996.

DEMURRAGE.—Only *interest* allowed when wreck is *sold*, though repaired by buyer; †La Champagne, **53**, 398. See *Infra*, p. 89. DEMURRAGE.

DOCKING.—See *Piers and Slips*, p. 67.

DOUBLE COLLISION.—Fault of first; Fletcher, **38**, 156; three vessels; North, **37**, 238. *Drifting in Ice*; Annerly, **58**, 794.

DRIFTING.—See *Anchor, Drifting*. Fleet adrift; Nora, **46**, 869.

DRIFTING.—See *Anchoring, Breaking adrift*, p. 21, 48. *Becalmed*, to use oars; Washburn, **19**, 788. Heavy ice in bay, known; bound to use *both anchors*; Annerley, **58**, 794; *yacht pounding, unsafe anchorage*; liable; Sharpee, She, **60**, 928; in stays; liable; Bogart, **50**, 140. *Foul berth*; Mary Fraser, **26**, 872. By *yacht* at Bay Ridge in *hurricane*; anchor *watch* immaterial; Comet, **102**, 702. By tugs disabled, see *Accidental*.

ELECTRIC LIGHT.—Brooklyn Bridge, *blinding*; Express, **55**, 340.

ENTERING SLIP.—Pier 2, at *encroacher's* risk; Brooklyn, **50**, 588.

EQUIPMENT.—Boat in *tow* should have *spare lines*, †Float 4, **88**, 877; and in Hudson River towage, an *anchor* also; Brown, **110**, 780; *sail vessels* must have a *mechanical fog horn* well inspected, and a *spare horn* or means of repair on ocean voyages; *Niagara, **77**, 329.

ERROR IN EXTREMIS.—See *In extremis*; Osceola, **33**, 719; jerk; *City of Sp., **29**, 293; Changing course; †Havilah, **33**, 875. Change held *not in extremis*; †City of N. Y., **15**, 634.

EVIDENCE.—See *Demurrage, Charter, Conflicting Ev. Estimates* of damage inadmissible *after repair*; City of Chester, **34**, 429; *Uncertainty* as to changes if witness' vessel in motion; Columbia, **29**, 716; Of *pilot*, as to his own boat's movements; *Secaucus, **34**, 68; Columbia, **29**, 716; *Conflict*; Changing lights; Courses, bearings; Probability and consistency followed; Angle of collision; †Havilah, **33**, 875; City of Truro, **35**, 317; Light burning and not seen; red wick; *Drew, **35**, 789; *Settlement* evidence of liability; Spraker, **29**, 457; *Charter*, not *ev.* as to demurrage, nor *reg. of Prod. Exchg.*, net earnings; Dumont, **34**, 428; Belgenland, **36**, 504; Bad lookont discredits; Rose, **28**, 104; †Havilah, **33**, 875; Truro, **35**, 317; *Identity* not proved; *Newport, **28**, 658; *Less weight* to contrary statements on *leading questions* in the stress of the case; Cambusdoon, **30**, 704; Same as on departure from pleadings; Depositions; Aurania, **29**, 116; *Continental, **36**, 716.

Evidence of the *unusual* should be strong; Greenwood, **42**, 504; *against laws of nature*, of no weight; exaggerations of tide set; Weed, **40**, 844. *Lights not seen*, credit officers watching; Westfield, **38**, 366; †Champagne, **43**, 444; Monmouthshire, **44**, 697; Best evidence of loss

is original statements; *Continental, **36**, 716; City of Alexandria, **40**, 697; as to the *angle* of collision in dark night, not *trustworthy*; †Champagne, **43**, 447; in moonlight, reliable; proves seven points change; Roanoke, **45**, 905; *Parol* to vary prior written contract discredited; City of Alexandria, **40**, 697; place in channel, conflict; credit those in *best places* to observe; Brockton, **47**, 333; as to *course* or *change*, credit the probable; †Champagne, **43**, 447; Brittanic, **37**, 398; *Drew, **41**, 445; Roanoke, **45**, 905; *Quickwater* forward don't prove full stop; Susquehannah, **35**, 320, 325; navigation impossible on *plotting*; Roanoke, **45**, 905; Weed, **40**, 844; *Rhode Island, **25**, 846.

Conflict in; both accounts rejected; determined by *angle* of collision; *Stickney, **50**, 624; Brinton, **59**, 714; vertical light, held out *before* collision; Skeer, **55**, 123; held *put out by* the collision; Express, **55**, 340; held green light *obscured*; *Daylight, **55**, 113; no *change* in schr.'s course proved; *Energia, **56**, 124; *improbable* navigation, making a circle; Dorothy, **59**, 636; libellant agst. 5 witnesses insufficient; Ravensdale, **63**, 624. *Reticence* and *delay*, suspicious; Moonlight, **50**, 478. As to *lights alert* observers credited; †Gyp. Prince, **57**, 859.

Abstraction of first report of collision from Inspector's office, *discrediting*; Sam Sloan, **65**, 125; *Steam & Sail*, opposite courses, *contradiction* as to *lights*, neither story *credible* as stated; *inattention*; *close shaving*; Dorian, **68**, 1018. *Pilot's evidence discredited* as to striking rocks near Constable Hook. Neither story *credible*; Walleda, **64**, 807.

Depositions in perpet. rei mem. without notice excluded; *Green, v. Co. Ital., **82**, 490. On conflict, whether *propellor blade* was broken in the slip, *dredging* or *sounding* required; *How. Carroll, **99**, 1003; mss. 1570; See Carbonero, **106**, 329. On *conflict* as to *place* of collision, held upon critical computations to have been in the *channel way* and *off* of *anchorage ground*; *Ailsa, **76**, 868; same, held vessels nearly *opposite*, in about *mid-channel* and near Buoy No. 9; Nymphoea & May, **84**, 711; same, near west entrance of *Gedury Channel*; Mesaba, **111**, 215.

EVIDENCE, *Insufficient* to warrant decree; as to striking some unknown *obstruction* in *usual channel* near Mill Rock; Horton, **68**, 931 (see 14 Wall, 414; 17, Blatch 82); as to *identity* of wrong-doer; A. J. White, **94**, 1020; *Newport, **28**, 658; City of Chester, **18**, 603; as to *negligence* in warping steamer across slip; New York, **88**, 556; or as to *falling stone-bins* in Rondout Creek; *Hastorf, **110**, 669; or *negligence* when only 1 min. time in Newtown Creek to avoid *disabled* tug; †Protector, **113**, 868, mss. 1742. See *Negligence*, p. 65.

EXTRAORDINARY CIRCUMSTANCES.—See *Inevit. Accident*. *Derrick* raising wreck, E. R.; cross tide; collision excused; Depew, **59**, 791.

EXTREMIS.—See *In Extremis*, p. 60.

FAULT.—See *Course*, *Crossing Bows*, *Crowding*, *Inattention*, *Lookout*, *Lights*, *Narrow Passage*, *Reversing*, *Signals*, *Speed*, *State Statute*, *Right of Way*. Of the other, no excuse; C. Allen, **11**, 317; Monticello, **15**, 474; Vim, **12**, 906; Warren, **18**, 559. Proved, but not alleged. Costs withheld; *Maryland, **19**, 551. Basis of suit; Hall, **14**, 408; †Saunders, **19**, 118; Lepanto, **21**, 651. Duties correlative; Rhode Island, **17**, 554. *Reduction of pressure* not a fault; nor sailing from apparent sound in fog; Lepanto, **21**, 651.

Prior, don't excuse lack of *reasonable effort* by other vessel; City of Merida, **24**, 229; Roslin, **22**, 687; *Fanwood, **28**, 373; Aurania, **29**, 98; Departure from rule. *See* Rules. To *ground* in dangerous place; *Drew, **22**, 852; *Proximate* fault only considered; Nereus, **23**, 448.

Of *privileged* vessel, not reversing in danger. No fault if *time insufficient* after danger apparent; Belle, **33**, 719; *Greenpoint, **31**, 231; Gratitude, **31**, 232; Susquehanna, **35**, 320; Nor if *reverses* when *necessity* appears; City of Alb., **34**, 812; *Springfield, **29**, 923; *Servia, **30**, 502; Farragut, **35**, 617; *St. John, **34**, 763; *Proximate* cause, *wrong side* of river causing *fear*; ¶Britannia, **34**, 557; or *near slips*; Columbia, **29**, 719; *See* PIERS; *Tow participating* in tug's illegal navigation; †Doris E., **32**, 558; *Dangerous start*; *Greenpoint, **31**, 231; *John S. Darcy, **29**, 644; Running on *anchorage* ground out of usual track; *Drew, **35**, 789; *Obstruction of view*; Raritan, **32**, 847; Of lights; *Secaucus, **34**, 68; *Delay* in shaping course; †Havilah, **33**, 875; Truro, **35**, 317; McCaldin, **35**, 330.

Reversing as soon as danger could be seen is enough; Alaska, **38**, 764; Not reversing; Wilbur, **38**, 856; *C. F. Young, **45**, 505; *Gulf Stream, **43**, 895; *Tardy reversing*, *see Reversing*. *Close shaving* in crossing course; Beta, **40**, 899; in going between two others; Chase, **46**, 874; near vessel docking; Cyclops, **45**, 122; too near piers; Francis, **44**, 510; Garden City, **38**, 860; **37**, 899; **43**, 398; **44**, 384. *Signals omitted*, S. J. Weed, **40**, 844; At Negro Point; †Josephine B., **45**, 909; *Signal unanswered*, material; *Express, **44**, 395; Fletcher, **38**, 156; Not *porting* after signalling under Art. 19; †Champagne, **47**, 122. Not *keeping course*; *Gulf Stream, **43**, 895; Roanoke, **45**, 905; bad screens, not *proximate*; *Drew, **41**, 445; Not *finishing tack*; *Young, **45**, 505; Johnson, **40**, 601; *Wrong side* of channel, Hell G., Brockton, **47**, 333. Wrong place in river *immaterial*; Francis, **44**, 510; do. *near slip*; Emperor, **46**, 143; Chase, **46**, 874; Old boat; no notice; *immaterial*; North, **37**, 270; *Signals unnoticed*, *see Sudden sheer*; *Express, **44**, 392; by *privileged* vessel, Ives, **44**, 445; Roanoke, **45**, 905; *Tow participating* is liable; *Express, **46**, 860; *hoists sail* and obscures view from tug; Levering, **36**, 511. *Prior faults*, not *fine points* near collision, regarded; Cyclops, **45**, 122; Not noticing *leeway* of twos in high wind; Burnett, **46**, 415; *third vessel's* fault, *fleet adrift*, Nora C., **46**, 869. *Dangerous Start*. Nereus, **23**, 448; Washington, 2 M. R. 470.

Not *porting* after one whistle; †Champagne, **47**, 122; *Peerless, **48**, 844; N. Bros., dock, not *sounding* in fog; *inattention* to fog bell; *Express, **48**, 323; to *increase* of wind, by elevator, *gusts*; Columbia, **48**, 325; none, to *hug shore* in fog; Midland, **48**, 331; not *keeping away* from vessel *landing*; Stone, **49**, 475; *close shaving* at Horn's Hook, and *miscalculating* speed; Syracuse, **49**, 477; none, to *luff* for anchorage ground, leaving room for *overtaking* steamer; Keller, **50**, 142; not *sounding* in fog, in harbor; *Buffalo, **50**, 630; *mistaking tide* and proper position, Anthony's Nose; *liquor*; *Ice King, **52**, 894; collision with *wreck*; pilot's *ignorance* of channel; Ceres, **53**, 665; too *long hauler*. Sea fence; Skeer, **55**, 123; Gowanus Crk., *shoving up*; lines unguarded; running into bulkhead; *Lime Rock, **35**, 126; not sending *helper* to avoid anchored vessel, *Heipershausen, **56**, 619; *incautious approach* in collecting *bill* from yacht; Vandal, **59**, 796; boom and launch *projecting* 60 ft. without *anchor light*; no fault; Dimitri, **60**, 111.

Unlicensed and inexperienced pilot in charge; †Killien, **63**, 172. *Unlicensed pilot* put in charge at Corlear's Hook; *close shaving* by an overtaking ferryboat; †Killien, **63**, 172; *overtaking* vessel not conforming to the signals and movements of the vessel ahead; *unlicensed deck hand* in charge; Whiteash, **64**, 893. *Contrary signals* given on account of a supposed mistake by the other vessel; *Orange, **64**, 141; to port the helm when green to green; reversing gear made fast; *Mexico, **78**, 653. Bad mechanical fog-horn, lack of inspection; should have spare one or means of repair; *Niagara, **77**, 329. No spare lines on tow, †Float 4, **89**, 877; no anchor on barge in Hudson River; Brown, **110**, 780.

Fault to omit bend-signals at Horn's Hook; hugging lee shore; †Trans. No. 8 & Wat., **82**, 478; to assent to signals to back at Horn's Hook between two moving tows; *Transfer 9; **107**, 533, *Mss. 1713. To obscure one's own lights by running under a higher boat; †Albany, **74**, 314. Crossing to the left without giving signal; *Rosedale, **88**, 324; not promptly turning to the right when head and head; Mahan, **106**, 86; "singling out" a tow in East River tide-way outside of the slip, causing three collisions; Crawford, **68**, 939. Violating an agreement made by signals; tow and ferry b.; *Vandercook, **88**, 559; Disregarding Art. 18 as to signals by both vessels on overtaking and passing at bend; Gedney Channel; and passing without assent; Mesaba, **111**, 215.

If fault doubtful, or not proved, no decree; Republic, **102**, 997. See *Evidence Insufficient*, ante, p. 54.

FERRYBOATS.—See *Fault*. To go in mid-river as nearly as may be. *Rockaway, **19**, 449; Great care required near the slips; Monticello, **15**, 474; Garden City, **19**, 529. Lookout necessary, crossing bows; Pavonia, **23**, 204; Not to start if risk involved; Nereus, **23**, 448; To avoid drifting vessel; Roslin, **22**, 687. To moderate speed in fog; Howard, **30**, 280; Swinging "course" in entering slip to be counted on; *Darcy, **29**, 644; *Senff, **32**, 237; Columbia, **29**, 716.

Embarrassed by tug near slip, former should stop; Rockaway, **38**, 856; Cem. Rock, **38**, 764; Baltic, **41**, 603. Entering slip, tug presumed to keep away; *West Brooklyn, **45**, 60. In fog, to keep off anchorage ground, Middletown, **44**, 941; May run near piers in fog; obstruction to; Orange, **46**, 408.

Grand and Hous. St., barge obscured; swing of tide, right of way; tug too near, high speed; Intrepid, **48**, 327; obstructions in slip; Brooklyn, **50**, 588; do.; ordinances, inattention, not waiting; Jackson, **58**, 607; improperly in another's slip, in fog; †Princeton, **61**, 116; tug too near slip, crossing bows; obstructions, tardy reversal; Chicago, **61**, 521; Baltimore, **56**, 127; Fulton, **62**, 604; tug catching on center, no signals; Fanwood, **61**, 523.

Should give good margin in overtaking at Corlear's Hook; †Killien, **63**, 172; contrary signals, thwarting maneuvers; *Orange, **64**, 141. Two boats starting abreast from Battery Slips; one is obliged to stop outside of slip from lapping; thwarting, false start; Garrison, **65**, 253. May run in fog; signals not heard; a lighter in fog should go out of ferryboat's track; Whitehall, **68**, 1022. 7 knots is excessive speed in fog; Inattention to whistles, Maun Chunk; M. R., June 19, '95. Lights obscured by going near intervening high

boat; †Albany, **74**, 314. E. River, right of way, two tows; one turns too slowly and is to blame; Clinton, **97**, 510.

Forbidden to cross *ahead of tows*, Inland Rule 19; recklessly disregarded; Garland, **110**, 687. *Crossing* propellers' bows under two whistles *not assented to*; dd. *Columbia & Eagle, **92**, 936. Ferry-boat has a right to *unobstructed landing* at her slip, Shadyside, **93**, 507; but this does not *free* her from the *rules of navigation* when out in the river; *Columbia, **92**, 936; nor from duty to *reverse* to avoid collision near the slip when necessary; Fanwood Mar. Reg., Apr. 10, 1895; crossing near shore; bad start; Washington Mss. 510; 2 M. R. 470.

FERRY SLIP.—Collision near Starin's Pier (13) *tug or tow's* fault in *obstructing egress*, contradictions; ferry h. not in fault, Chicago, **101**, 143; *both* in fault; Chicago & Alvena, **78**, 819; Fanwood; Mar. Reg., Apr. 10, 1895; *Columbia, **92**, 936; City of Augusta, **102**, 991; *tug crossing and obstructing* entrance, *no signals*; tug alone to blame, Republic, **102**, 997. Vessel *not identified*; City of Chester, **18**, 603.

FIETY-NINTH RULE IN ADMIRALTY.—See PRACTICE, p. 120. *Origin of*, Hudson, **15**, 162; New deft. brought in to answer libel and petition; Greenville, **58**, 805; purchased claims; *Gulf Str., **58**, 604. See p. 72.

FLASH OR TORCH LIGHT.—Material; *Excelsior, **12**, 195; Rhode I., **17**, 554. Not required of foreign ship. When immaterial; State of Ala., **17**, 847. Proof of, doubtful; Alaska, **22**, 548; Required; City of Merida, **24**, 229; *E. Corning, **25**, 572; At anchor, *E. Corning, **25**, 572; When immaterial; Pennland, **23**, 551.

Must be shown on North River; *Saratoga, **37**, 119; Stranger, **44**, 815; to overtaking vessel; Savannah, **41**, 891; right, though not overtaking; †Champagne, **43**, 444. Not required when *not overtaking, i. e.*, when not 2 points aft of abeam; how ascertained; Cheruskia, **92**, 683; *Mary Powell, **92**, 408.

Fog.—See *Speed*. †City of N. Y., **15**, 624; Rhode I., **17**, 554. State of Ala., **17**, 847. *Aberrations of sound. 5 points error*. Reducing pressure. *steering away* from apparent whistle, right; Lepanto, **21**, 651. *Error in locating by* whistle not a fault; Must reverse if *near*; City of Atlanta, **26**, 456; immoderate speed, 6 to 7 miles; †Nacoochee, **22**, 855. To stop, or ease, if signals near; †Martello, **34**, 71; Running too fast by piers; St. John, **29**, 221.

Disputed, no signals, too long hawser; *L. Holberg, **36**, 914. If signals ahead near ($\frac{3}{4}$ mile) reverse, keep course till seen; 13½ knots excessive; Britanic, **39**, 395; *Normandie, **43**, 157; do., steamer 7 knots, schooner 6; Wyanoke, **40**, 702; do., 5 knots; *Raleigh, **41**, 527. *Long tow*, helper to signal from tow; †City of N. Y., **44**, 693; in North River should anchor; *Raleigh, **41**, 527. Ferryboat in fog may run as is necessary near her pier; obstruction by a moored tug; Orange, **46**, 408. Not heeding *fog bell*, in N. Bros.' dock; *Express, **48**, 323; at 45th St., may go *near shore*; †Princeton, **61**, 116; do., must stop *dead* when whistles heard *near*; Midland, **48**, 331; must *sound*, when near anchorage ground; *Buffalo, **50**, 630; *Express, **48**, 323; running into *fog bank*, must reduce speed *before*; †Trave, **55**, 117; *signals unnecessary*, within *pier lines*, to another ferry boat carelessly there; †Princeton, **61**, 116.

Signals not heard, Maun Chunk; Mar. Reg., June 19, 1895; Same, lighter should keep out of *ferry-track*; Whitehall, **68**, 1022. Anchoring in *channel-way* in fog is at vessel's risk; a steamer may choose the best of different anchorage grounds; *Ailsa, **76**, 868. Steam and sail, *excessive speed*, horn out of order, no spare one nor means of repair; *Niagara, **77**, 329. Dangerous rounding at Pollock Ripp; duty to anchor in thick fog, or to give *signals from tow*; steamer hearing signals should *watch and wait* at the light; *Whitney & Shamokin, **77**, 1001. A long tow should *show position* by *whistles prearranged*, and have lookout; excessive speed by sail vessel; Harold, **84**, 698. On signals heard near and about ahead, the vessels *delayed reversing*; dd. Nymphaea & May, **84**, 711. *Nine knots* is excessive speed, in moderate fog for a 11-knot steamer; held, on dispute, vessel *not overtaking*; Cheruskia, **92**, 683. Must reduce speed promptly when signals heard near; computations as to stopping power; *W. Bkn., **106**, 751. *Seven knots* excessive in thick fog; horn not heard until near; *Patria, **92**, 411. A new obstruction (moving rock-breaker) excuses grounding in entering Boston Harbor; Taurus, **95**, 699.

FOE HORN.—Mechanical, required on sail vessel; Wyanoke, **40**, 702. *Spare mechanical*, necessary on *ocean voyages*; mouth horn bad; †Trave, **55**, 117. FOG HORN out of order, *mouth horn* used; heard but three minutes before collision; Kenilworth, **64**, 890. Duty of *inspection*, and to have *spare horn* or *means of repair*, on ocean voyage; *Niagara, **77**, 329. *Inattention* to fog signals of steamer anchored in E. River off of anchorage ground; †Skidmore, **108**, 972.

FOREIGN LAW.—No protection in *torts, lex fori*; *Energia, **56**, 124.

FOULING.—See *Anchorage*; *Drifting*; *Hawser*, p. 58.

GETTING UNDER WAY.—Mid large fleet, care obligatory; Wells v. Arms., **29**, 216; backing across N. River misleading; delay; *Servia, **30**, 502.

GIVING WAY.—Duty *delayed*; *Excelsior, **12**, 195; Warren, **18**, 559. A duty, to avoid collision when the necessity obvious; *Isle of Pines, **24**, 498; †Nacoochee, **22**, 855; *Fanwood, **28**, 373; Aurania, **29**, 98; Columbia, **23** Blatch, 268. See *Right of way*, *Privileged vessel*, p. 69.

HARTER ACT.—See p. 97.

HAWSER.—*Fouled* by crossing; to tack; tug to *slacken*, Taylor, **52**, 323; *too long*, off Red Hook; Skcer, **55**, 123.

HAZARDOUS NAVIGATION.—See *Hugging Shore*, *Close Shaving*. Going between other vessels; Active, **22**, 175; Both assenting to, by whistle; both in fault; Nereus, **23**, 448; †Plymouth Rock, **26**, 40; In starting from slip, **23**, 448; Westernland, **24**, 703; *Crossing East River from under Horn's Hook* at *speed*; stopping between two moving tows; †Transf. No. 8, **82**, 478. *Overtaking & passing near*, at Corlear's Hook in strong tide; †Kilian, **63**, 172. *Stopping in a tide-way* in East River to "single out" tows; 3 collisions; Crawford, **68**, 939. Crossing the bows of other boats at *Horn's Hook*; *Titan, **79**, 117, *mss. 1297; †Trans. No. 8 & Waterman, **82**, 478. *Overtaking and passing* at west entrance of Gedney channel at *12-knot speed* without *bend-signals*; Rule 18; *suction*; Mesaba, **111**, 215. By *delaying signals*, and *not reversing* till near; Catskill & St. John (Re Central), **92**, 1010; City of Augusta, **102**, 991.

*Long tows in fog without provision for tow to signal its position; *Whitney & Sh., 77, 1001; Harold, 84, 698; Washington, 2 M. R. 470.*

HEAD AND HEAD.—See *Signals*, p. 74. *Inspector's Rules*, p. 60. In meeting must turn to the right promptly; Mahar, 106, 86.

HELM.—Action of, on reversing; rate of turn; Aurania, 29, 121; *Britannia, 34, 555. *Experiments* in rate of turning and reversing till ship is stopped; *Normandie, 43, 159; Britannic, 39, 397; Put wrong way, Northam, 37, 238.

HELL GATE.—Descending boats to keep the right-hand channel; *City of Springfield, 26, 158; Going up; right of way; going abreast illegal; †Plymouth Rock, 26, 40. Hawser towing; †Josephine, 45, 909; do., right of way; Dasori, 47, 330; alongside, to give half the channel; Brockton, 47, 333. See *Peerless, 48, 844.

No signals; *McCullough, 55, 98; two boats may pass on signal; sagging, inattention, weak tug, wrong side, Brockton, 47, 333; crossing bows without assent, No. 5; 49, 398; do.; towing alongside and on hawser, both good; Dasori, 47, 330; Brockton, 47, 333; must obey signal by timely sheer, Volunteer, 49, 477. Steamer overtaking yacht; crowding at Hallett's Pt., signals delayed; Sam Sloan, 65, 125.

HORN'S HOOK.—See *Crossing Bows*, p. 50. Going near shore inside of the bend is dangerous; obscured; signals required from ascending boat; †Transfer 8, 82, 478; Same, backing between two tows; signals improperly assented to; *Transfer 9, 107, 533, *Mss. 1713. See Bend in Stream, p. 48.

HUGGING SHORE.—See *Ferryboats, Piers, State Statute. Fault*; near Battery; Garrison, 65, 253; to get into slack water; delay in keeping away; *Carroll Boys, 80, 414; Shadyside, 93, 507; Lawrence, 97, 351; near Starin's Pier, No. 13 North River; Chicago, *78, 819; 101, 143. Near a ferry-slip or dock; City of Augusta, 102, 991; *Columbia, 92, 936; Republic, 102, 997. Not go within 800 ft. with other parallel tows near; †Hoboken v. White, 86, 924, mem. See Horn's Hook, ante. In Shrewsbury River; *Elberon, 70, 720; in Newtown Creek; †Mascot, 66, 74. Same, near East Shore of Blackwell's Pt., dd. Chrystal Stream; mss. 1794. At Castle Garden, at ship's risk, Stone, 49, 475; *McCullough, 55, 98; *Trans. No. 8; 53, 670; Senff, 53, 669; right, off Flood Rock, No. 5, 49, 398; Horn's Hook, crossing bows, miscalculation, Syracuse, 49, 477; right, in fog, Midland, 48, 331.

ICE.—At dock; unreasonable delay; old boat, half dam.; Ulrichs, 35, 308.

IDENTITY.—Not proved; conflicting ev.; discredited witnesses; *Newport, 28, 658. Of vessel charged, not proved; d. A. J. White, 94, 1020; on collision in slip; City of Chester, 18, 603.

IDENTIFICATION.—Expenses of, not allowed; Dimitri, 60, 111.

INATTENTION.—See *Lookout*, p. 63. Fog signals given only 3 min. before collision; Kenilworth, 64, 890. Tugs and tows, L. I. Sound; signals not given; sheer discredited; Eagle, 69, 157. Inattention to vessel wearing around; *Green v. Comp. Ital., 82, 490; Williams, 68, 938. Causes signals to be delayed and unheeded, thwarting orders and confusion; dd. Saginaw, 84, 705; *Rosedale, 88, 324; Ferguson, 108, 973; to sig-

nals on entering Atlantic Basin Gap; Defiance, **92**, 521; by a yacht-launch crossing North river; *Mary Powell, **92**, 408. East River ferry b. meets two tows, the last too *slow in turning*, from not heeding the *one ahead*; Clinton, **97**, 510; to 15 whistles of ferryboat entering her slip; Fanwood, Mar. R., Apr. 10, '95; in going near slip; City of Augusta, **102**, 991; Republic, **102**, 997; to anchored vessel off Quarantine; Municipal, **108**, 895; to fog-bell in E. River; †Skidmore, **108**, 972; to tug's lights and signals in rounding up-river near Brooklyn Bridge; Ferguson, **108**, 923; of steamer backing out of her slip in North river, dd.; *St. Louis, **107**, 540, *mem.

INEVITABLE ACCIDENT.—Loss remains where it fell; Edam, **21**, 651; Fl. P. Hall, **14**, 408. When not; †Nacoochee, **22**, 855; Lilian M. Vigas, **22**, 747; *Rockaway, **25**, 776. Wind fails in tide way; †Jansen, **44**, 773; Media, **45**, 79. *Not inevitable*; run into N. Bros.' dock, no sounding in fog, not heeding bell; *Express, **48**, 323; against 23d St. dock in high wind, no "gust," Columbia, **48**, 325; out of course in fog on anchorage ground, no soundings; *Buffalo, **50**, 630; sustained, when tow moored in blizzard; unexpected ice floe, Trans. No. 2; **56**, 313; collision with anchored derrick in E. R., crosstide, amid many vessels, Depew, **59**, 791; spile pulled out in heavy storm; ship well moored, *Cushing, **60**, 110.

IN EXTREMIS.—Change of course, no fault; *City St. Aug., **52**, 237; luff of 2 points immaterial; Grace, S., **63**, 163; when first seen, error not a fault when there is no time for judgment; Battery, *Trans. No. 8, **53**, 670; liable, if arising through previous fault, as by obscured green light; *Daylight, **55**, 113; no change required of pilot boat in Lower Bay within 100 yds. in fog; Orizaba, **57**, 247; when right for privileged vessel to stop; *Phoenix, **50**, 330.

Errors in, disregarded; real faults anterior; obstructing ferryboat in fog from adjacent pier; Orange, **46**, 408; Wilbur, **38**, 153; Cyclops, **45**, 122; *secus*, when too early, or too distant; Alliance, **39**, 476; or induced by ship's own fault; *Express, **44**, 397.

Luff of two points in L. I. Sound, not a fault; Grace S., **63**, 163. By sudden porting of the other vessel; *Mexico, **78**, 653. At mined passage in Lower Bay; notice and signals disregarded; Chalmette, **93**, 500. In Newtown Creek, at Bridge, one minute before collision to avoid a disabled tug and another tow; Protector, **113**, 868; †Mss. 1742.

INSPECTOR'S RULES.—See *Promptness*. Limit option; Grand Republic, **16**, 424; Uncle Abe, **18**, 270; Binding; †B. B. Sanders, **19**, 118. Exceptions in; †E. A. Packer, **20**, 327; Garden City, **19**, 529. Two whistles by tow leaving slip; Rio Grande, **38**, 849; passing at Negro Point (7, 8), Northam, **37**, 238; signals necessary; †Josephine, **45**, 909. Importance of; signals especially necessary at bends, Corlear's Hook; †Clara, **49**, 765; N. Riv., Van Houghton, **50**, 590; at Anthony's Nose, nearly head and head; *Ice King, **52**, 894; at Hell Gate; *McCullough, **55**, 98; do not dispense with duty to keep good lookout; Ice King and Clara, ante, Chicago, **61**, 521.

INSPECTOR'S RULES.—Rules 1, 3 and 6; See *Signals, Reversing*, pp. 70, 73. *Rule*

1; *keep to the right; violated, without agreement*, Bkn. Bridge; Ferguson, **108**, 973; *Importance and materiality* of strict observance of each rule. See *Signals*, p. 73. Disputed lights, 2 push tows; *signals too late, not repeated*, reversing *delayed*; Mahan, **106**, 86; Garland, **110**, 689; Catskill & St. John (re Central), **92**, 1010.

Rule 3. On misunderstanding, must stop, on rounding Bay Ridge buoy; failure to stop; Saginaw, **84**, 705; Same, junction of Main & Swash Channels; British Queen, **89**, 1003; in North River (re Central), Catskill & St. John, **92**, 1010, 1017; City of Augusta, **102**, 991; Rule 3 don't require assent to two whistles, crossing signal. An answer of two is immaterial when followed at once by danger signals, Bergen, **108**, 555.

Rule 11. Tow must carry white lights (30 Stat. 102) at bow and stern of outside boats. Duty of both tug and tow; Lyndhurst, **92**, 681.

KEEPING AWAY.—See *Landing*. Steamers, from sailing vessels; Alaska, **22**, 548; City of Merida, **24**, 229; *Drew, **22**, 852; *Isle of Pines, **24**, 498; †Nacoochee, **22**, 855; Pennland, **23**, 551; *Columbia, **27**, 704; By *reasonable margin*; Haight v. Bird, **26**, 539; L. V. Rose, **28**, 104; The Bay Queen, **27**, 813; Duty not shifted by two assenting whistles; The Nereus, **23**, 448; Right of way don't excuse when the other's neglect and danger are obvious; *Columbia, **27**, 704; Aurania, **29**, 98. Parallel courses, steamer's duty begins only on notice of schooner's intent to cross; Ives, **44**, 445; small boat, by oars; Bay Queen, **42**, 271. Must steer according to whistles given; see *Thwarting*. On parallel courses, rounding Corlear's Hook; †Clara, **49**, 765; *do.*, at Battery, making landing; Stone, **49**, 475; from sail ves. in E. R.; enough, to take tow to wharf and stop; Bogart, **50**, 140; must change more, if no broadening off; †Gypsum Pr., **57**, 859; Grace S., **63**, 163; not bound to do more than is possible; swift sch'r to avoid a slow tow; Taylor, **52**, 323; Rose C., **52**, 330; *Trans. No. 8; **53**, 670.

More effort required, if no broadening off is seen as vessels approach; Grace S., **63**, 163; same, lights misleading from bad screening; inattention; *City of Norfolk, **106**, 982. *Delayed*, through inattention; Dorian, **68**, 1018. Long tow at sea in fog; tug's risk; tow must co-operate and signal her position; Harold, **84**, 698; difficulty in determining whether crossing or overtaking; yacht's launch; inattention; *Mary Powell, **92**, 408.

Lighter in fog, to keep out of ferry-track; Whitehall, **68**, 1022. Good margin required; See *close shaving*, p. 48-9. Failure to keep away through inattention and trying to cross bows; City of Augusta, **102**, 991; Republic, **102**, 997; Failure through sagging in a crosstide upon a small boat repairing a mined channel-way; Stern **110**, 996; *Middleton, **110**, 1001; failure through extraordinary sagging and leeway of sail vessel in light wind; no fault; *Iroquois & Powell, **91**, 173.

KEEPING COURSE.—See *Stopping*. Duty of privileged vessel; forbids stopping or backing; †Britannia, **34**, 546; *St. John's, **34**, 763; Change in *extremis* not a fault; †Havilah, **33**, 875; Around bend; See BEND;

ferryboat's *swing* i: to slip; *Darcy, **29**, 644; course changed; Rose, **28**, 104; North Star, **29**, 151. Duty of sail vessel though in fear; *Allianca, **39**, 476; *Normandie, **43**, 155; by privileged steamer; *Gulf Stream, **43**, 895; by steamer in fog, till positions known, if whistles ahead; Britannic, **39**, 395. Requires *some speed*; can't stop, contrary to *signals*; *Nutmeg St., **62**, 847; except in *extremis*, 200–300 ft.; *Phoenix, **50**, 330; Britannia, 153, U. S., 141.

Forced stop near shore, outside of Battery Slip; *bad start, lapping*; Garrison, **65**, 253. Is the duty of privileged *sail vessel*; Dorian, **68**, 1018. *Violated* by luffing in fog unnecessarily; *Alene, **74**, 268; *Paoli, **92**, 940. Changing 6 or 7 points toward shore; fog; *Lawrence, **97**, 351. To avoid *collision* the privileged vessel must, when seen to be clearly necessary, *aid* by *changing* her course, see *Privileged Vessel*, p. 69.

LANDING.—See *Piers and Slips*, p. 67. Right of way to; *hugging* shore; Stone, **49**, 475. Small boats *must give way* for the necessary landing of large vessels; Etruria, **88**, 555; *Tugs* to keep *away* from the slips; Ferguson, **107**, 155. *Violent landing of tow* by tug; *Victoria, **88**, 524. When crossing another vessel to make a landing, care and *early signals* are required; King, **106**, 980; Shadyside, **93**, 507.

LEEWAY AND SAGGING.—Causes change of *lights*; *City St. Aug., **52**, 237; by ship in ballast; necessary to *account* for collision; in keeping away, must *allow* for and make *broaden* off; †Gypsum Pr., **57**, 859. Expected; Star of S., **2**, 578; of tow in gale; Burnett, **46**, 415.

By *both sail vessels* on a free wind; Grace S., **63**, 163. By *reefing* on *windward* side of a near-passing tow 4,000 ft. long; dd. Rathburn, **88**, 549. By effect of a *crossing tide*; *Middleton, **110**, 1001; Stern, **110**, 996; Mesaba, **111**, 215.

LEFT, GOING TO.—FAULT, in order to cross bows unnecessarily or to get benefit of tide at Blackwell's Is.; *Titan & Unit, **79**, 117; *Mss.; same, at *Battery*; Saratoga, **77**, 224; *Carroll Boys, **80**, 414. *Without signals*; *Rosedale, **88**, 324; or *assent*; Catskill & St. Johns (re Central), **92**, 1010. See *British Queen*, **88**, 1005; on signal of 2 whistles *unanswered*; Ferguson, **108**, 973. On crossing to the left *in order to land*, care and *early signals* required; King, **106**, 980.

LIGHTERS.—Must in fog keep away from the ferryboats' track; Whitehall, **68**, 1022. Negligently cast off in *swell*; Rusted, **56**, 1022.

LIGHTS.—See *Flash Light*. Obscured or not seen. Vesper, **9**, 569; State of Ala., **17**, 847; Fontenaye (screen bad, no lookout), **21**, 134. *Hills (umbrella, no lookout), **21**, 727; Alaska, **22**, 548; *Amboy, **22**, 555. Necessary at piers. Shields, **18**, 748. *Contradictory bearings*, mistake for tow; *Alhambra, **25**, 846; Not seen, held bad; Alaska, **22**, 548; *Amboy, **22**, 555; *E. Corning, **25**, 572; Anchor necessary; *Erastus Corning, **25**, 572.

Conflict determined by the probability and consistency of story; †Havilah, **33**, 875; City of Truro, **35**, 317; Many watching, *not seen*; †Drew, **35**, 789; Seen across *bend*; don't indicate *course*; Dillon, **30**, 285; Obscured by running astern; special lights; *Secaucus, **34**, 68;

Not bound to answer pilot's flash light; Cambusdoon, **30**, 704; Not needed at Piers; Rutter, **35**, 365. See Anchoring, p. 46.

Conflict; *discredited* when not seen; Westfield, **38**, 366; or poor and obscured, mistakes as to; †Champagne, **43**, 444; too far aft, Monmouthshire; **44**, 697; alleged improper screens immaterial; *Drew, **41**, 445; two *vertical*, shows tow; none at *side* of a tow alongside required; alleged practice to carry *false*, no defence; Chase, **46**, 874.

Green, near Astoria shore, don't mean going to Horn's Hook; Trans. No. 5, **49**, 398; *obscured* by tow's *pilot house*, fault; Tug No. 13; **50**, 628; by *staysail*; *Daylight, **55**, 113; *changes* in, explained by *leeway* and *yawing*; *City St. Aug., **52**, 237; the *kind* displayed not material, to show a dangerous wreck; Ceres, **53**, 665; only *one vertical* tow light; Skeer, **55**, 123; staff light *put out* by collision; no lookout; attention distracted; Express, **55**, 340; staff light *out* before collision; tow's light not *noticed*; Skeer, **55**, 123; not seen, held *bad*, on conflict; Viola, **59**, 632.

Contradiction; opposite courses; *neither* story *credible*; Dorian, **68**, 1018; *tow lights* not seen, crossing, inattention; no signals till within 300 ft.; Eagle, **69**, 157; Ferguson, **108**, 973. Of ferryboat *obscured* by *intervening* high boat, fault; †Albany, **74**, 314. Two *white lights* required by Rule 11 on *outside boats* in a tow; duty of the *tug* and of the *boats* in tow to observe the rule; *drifting* and *abandoned*; Lyndhurst, **92**, 681. *Misleading*, *too much crossing*, *screens bad*, dd.; *City of Norwalk, **106**, 982; *Misleading* on anchored *dredge*; dd.; Arthur, **108**, 557.

LIMITATION OF LIABILITY. See p. 106.

LIMITATION OF SUIT.—8½ years stale, though suit *in rem.* meantime. Raymond, **18**, 547. See *Bristol, **11**, 156. Not to be set up by amendment. Bear, **8**, 428. See Lien. Six and a half years, laches, pending other suit; stale; *Amboy, **36**, 925; do. (five and three-quarter years); †Sundberg, **43**, 81; do., **44**, 807. See p. 105.

LOOKOUT.—See *Inattention*, p. 59. Material; *Excelsior, **12**, 201; Monticello, **15**, 474; E. Wiman, **20**, 245; *Hills, **21**, 727; *Sam Rotan, **20**, 333; St. of Texas, **20**, 254; Immaterial; Bermuda, **17**, 397. Negligence of; Johanne Auguste, **21**, 134. *Bad lookout*. Less vigilance required of tow; *Excelsior, **12**, 195; or at anchor; *Rockaway, **19**, 449. Insufficient; *Amboy, **22**, 555; E. H. Webster, **22**, 171; *Pavonia, **23**, 204; watch necessary on lights ahead; *Demarest, **25**, 921. *Bad*; †Havilah, **33**, 875; City of Truro, **35**, 317; †Sammy, **35**, 327; on tow; Raritan, **32**, 847; McCauldin, **35**, 330.

Obscured by tow's sails; Levering, **36**, 511. Should see 500 feet without lights; *Saratoga, **37**, 119; and vessel ahead 300 feet; Savannah, **41**, 891. Pilot of tug insufficient; Grapeshot, **38**, 156; Ripple, **41**, 63. *Bad lookout*, Idlewild, **39**, 115; Johnson, **40**, 601; *Express, **44**, 392; *do.*, at sea, Beta, **40**, 899; *do.*, as to schooner's lights; *Drew, **41**, 445; in North and East Rivers; *C. F. Young, **45**, 505; *West Brooklyn, **45**, 60; Emperor, **46**, 143. Inattention to *signals*; †City of N. Y., **44**, 693; Wilbur, **38**, 153; Middletown, **44**, 941; to tows sagging; Burnett. **46**, 415.

Inattention to signals; Baltimore, **56**, 127; to signals of *disabled steamer*; *Riversdale, **53**, 286; to two vertical *lights* and *scow* both *visible*; Express, **55**, 340; to *scow* near and *visible* at night; Skeer, **55**, 123; to the *bearing and luff*; Viola, **59**, 632; must be *continued* after *signals*; the latter no *substitute*; Chicago, **61**, 521; *Concho, **58**, 811; Cor. Hook; †Clara, **49**, 765; †Killien, **63**, 172; *bad* in *backing* out of slip; Don Juan, **50**, 618; in rounding Anthony's Nose; *Ice King, **52**, 894; to be *doubled* in fog; mate, as *lookout*, *preoccupied*; Orizaba, **57**, 247; *bad*, in not observing *hoisting* anchor and not under way; *Aller, **59**, 491; while taking in *sail*, to *anchor*; Pratt, **60**, 1022; *bad*, mate *preoccupied*, Sound, bark and schr.; luff in *extremis immaterial*; Grace S., **63**, 163. *Pilot* alone, not sufficient on tug; Express, **55**, 340; Senff, **53**, 669; Chicago, **61**, 521; not *seeing* vessel on *clear night* till near; Viola, **59**, 632.

Bad; *Negligent* on bark in Sound; *preoccupation*; Grace S., **63**, 163; on two schooners, both *inattentive*; both *luff*; Walleda, **64**, 807; in fog, *inattention* to *horn*; Kenilworth, **64**, 890; *bad* on *leaving dock*, where good *lookout* is required; tug and tow 1,000 feet out; *pre-occupation* with another vessel, El Rio, **66**, 360; tug and sail, *inattention* to *wearing round*; Williams, **68**, 938; same, *bark and steamer*; *Green v. Co. Ital., **82**, 490; same, tugs and tows, L. I. Sound; *signals too late*, alleged *sheer discredited*; Eagle, **69**, 157; steam and sail, opposite courses, contradictions as to lights, *neither story credible*; *change of course*, *close shaving*; Dorian, **68**, 1018. On *yacht's launch* in crossing North River; *Mary Powell, **92**, 408. *Bad* on ferry boat; *Rosedale, **88**, 324; City of Augusta, **102**, 991; Republic, **102**, 997; Bergen, **108**, 555; *St. Louis, **107**, 540; *Mem. *Bad* on tug and tow near Battery; *Lawrence, **97**, 351; same, approaching dredge at anchor; Arthur, **108**, 557; *bad* on approaching a steamer at *quarantine*, anchored a little off *anchorage ground* (*immaterial*), and going much to the *left of mid-stream*; Municipal, **108**, 895; same; off *anchorage ground material*, where anchor light was *partly obscured* by copper smoke; *Leary, **110**, 680.

Good lookout required at the *far projecting bow* of a long float in tow alongside; Lyndhurst, **92**, 681; specially in fog; †Skidmore, **108**, 972; also upon a long tow *astern*; Harold, **84**, 698; required to be on steamer's bow and *doubled* in *thick fog*, or in the *crow's nest*, aloft; *Patria, **92**, 411.

LUFFING.—*Improperly*; Viola, **59**, 632; 2 points, in *extremis immaterial*; Grace S., **63**, 163. *Wrongful* through *bad lookout*; L. I. Sound; Kenilworth, **64**, 890; same, off *Barnegat*; Walleda, **64**, 807. Do., luffing just *after crossing tug's bows*; Elmira, Mss., 1355. Often charged, here proved; *Alene, **74**, 268. Is *required*, in order to *aid in avoiding collision* when clearly NECESSARY and *easy*; Rule 21, *Patria, **92**, 411. See *In extremis, Keeping Course, Privileged Vessel*.

MALICE.—Erie Canal. Steam canal boat. *Suction*. Third boat hit; *Venus, **16**, 792. Crowding; Bay Queen, **27**, 813.

MARGIN TO BE SAFE.—See *Close Shaving*, p. 49. *Safe Margin*, p. 72. To allow for all *contingencies*; *Naval Mines* in channel way at the *Narrows*; War Regulations; a swinging tow goes on wrong side; notice and signals by Govt. boat disregarded; Chalmette, **93**, 500; upsetting a repair boat

by sagging in crosstide and in disregard of notice given; miscalculating effect of tide; *Middleton, **110**, 1001; Stern, **110**, 996.

MID-RIVER.—See *Statutes*, p. 76.

MISTAKE.—In *locating vessel's bearing*, by viewing her from one side, instead of from the line of the stern. Dorian, **68**, 1018; ‡Gypsum Pr., **57**, 859. As to the other vessel's course; *Amboy, **22**, 555; Orange, **64**, 141.

MOORING.—Negligent change of lines; storm, Bath 13; **61**, 692; at sea fence, *Phoenix, **60**, 1019.

NARROW CHANNEL.—Non-privileged boat to wait; Belle, **34**, 669; Aurania, **29**, 99; tow's view obstructed; Raritan, **32**, 847. At Four Mile Point, must keep to right and not pass vessel ahead; Camelia, **38**, 858; do., Negro Point, **37**, 238. See *Fault*. See *Hell Gate*; not to pass in bend; tow with tide has the right of way; Lamberton, **50**, 326; passing, in Hell Gate; Broekton, **47**, 333; anchored derrick in E. Riv., Depew, **59**, 791.

NAVIGATION.—Not credible as alleged, on plotting; Roanoke, **45**, 905; Weed, **40**, 844; *Rhode Island, **25**, 846. See *Stopping*, p. 76.

NAVIGATION, CRITIQUE UPON.—Distance ahead, computed from bearings and beam changes; H. Keller, **50**, 142; Old. Prov. Is., nearness observable from rapid change of bearing; Dexter, **52**, 152; manageability at low speed. (See *Normandie, **43**, 155) Fulda, **52**, 400; Grace S., **63**, 163. Neither account of collision accepted; ‡Gypsum, Pr., **57**, 859; do. *J. Stickney, **50**, 624; whether excessive speed in fog was material; *Saale, **59**, 716; Aurania, **29**, 98.

Steam and sail; both stories discredited; Dorian, **68**, 1018; same, held that sail vessel luffed; *Alene, **74**, 268; Cheruskia, **92**, 683; collision in fog above Swash Channel, testimony irreconcilable; reversal delayed, dd. Nymphæa, **84**, 711; rounding Bay Ridge buoy, change of lights, inattention to first signals, bad lookout, thwarting manœuvres, bearings and the time of stopping confused; distances exaggerated; Saginaw, **84**, 705; fog, computations as to manœuvres; *Patria, **92**, 411; same, found not to be overtaking; nine knots excessive in moderate fog; Cheruskia, **92**, 683; as to place of anchoring in lower bay; in channel; not in anchorage ground; *Ailsa, **76**, 868; extraordinary navigation; *Mexico, **78**, 653; as to distance from pier; *Chicago, **78**, 819; as to place of rock in new dug out channel in Harlem Riv.; *Belle, **89**, 879. Signals and navigation misunderstood; junction of Main & Swash Channels; reversal delayed, Rule 3, conflict as to position and distance; computations; British Q., **89**, 1003; uncertainty whether crossing or overtaking; disputed; *Powell, **92**, 408; Cheruskia, **92**, 683; as to place of collision near entrance to Gedney's Channel bend, distances run, overtaking, Rule 18, suction; Mesaba, **111**, 215.

NEGLIGENCE.—See *Close Shaving*; *Crossing Bows*; *Fault*; *Fog*; *Lights*; *Look-out*; *Signals*, &c.

NEGLIGENCE.—Burden of proof on libellant; on contradiction and doubt, held not sustained; on warping a steamer across the slip and canalboat impaled; *New York, **88**, 556; not identified; A. J. White, **94**, 1020;

nor negligence shown in the falling of *stone bins*; *Hastorf, **110**, 669; nor on a rear tow boat running up on a *widely sheering barge ahead*; Baker, **106**, 87; nor on grounding caused by an obstruction in Harlem River; *Belle, **89**, 879; Boston harbor, Taurus, **95**, 699. See *In Ex-tremis*, p. 60. *Evidence Insufficient* and Fault, p. 54.

OBSTRUCTIONS.—See *Ferryboat*; *Piers*; *Derrick* anchored over wreck, lawful; collision excused; Depew, **59**, 791; in slip; not *waiting*; Jackson, **58**, 607; by *drawbridge*, not opened on *signal*; *Pa. R. R., **59**, 190; *Log sunk* on *shoal* in slip; Pa. R. R., **56**, 301; fleet of *canal boats* tailing down from a longer pier, J. City, lawful; reasonable exit; Medea, **63**, 1014; by other boats in slip; *notice* to move; liable; Express, **49**, 764. **Mss.*

Tow at the end of her *usual pier* is not a faulty obstruction; Medea, **63**, 1014; nor the bridge and rip-rap at Middletown; draw 130 ft. wide, approved by special tribunal; Gildersleeve, **82**, 763. Tow run on known *rocks* near *Robin's Reef*; *Packer, **69**, 741. Tow too near *ferry boat's slip*; *Alvena, **78**, 819; *unknown rock* in a new dug-out channel-way, Harlem River; not liable; *Belle, **89**, 879. In mid-channel near Albany, a *sunken wreck*, position known; tug answerable; size of tow; tug's power; Levy, **108**, 435. *Obstructing* slip while picking up tow in drifting; no lookout or attention to signals; other boat careless, *dd.*; *Chase & N., **108**, 110. By the new position of a rock-digger in fog in Boston Harbor; not liable; Taurus, **95**, 699.

OFFSET AND SUBROGATION.—By insurers; Anchoria, **9**, 840; Hadji, **16**, 861. By paying liens; Williams, **15**, 558. By one vessel against the other. Alexandre, **16**, 282; †Canima, **17**, 271; Whitwill, **19**, 547; Wm. Murtagh, **17**, 259; *Hills, **21**, 727.

OLD BOATS get half damages when; Bordentown, **16**, 273; Wm. Murtagh, **17**, 259; Syracuse, **18**, 828. See DAMAGES. To give notice of need of special care; Syracuse, **18**, 828. Crushed in ice; no notice; half damage; Reba, **22**, 546.

Jammed in Slip; half damages after *notice to clear out*; City of Augusta, **30**, 844; for no notice; Starbuck, **29**, 797; Atalanta, **34**, 918; Ulrichs, **35**, 308; When full damage; Howard, **30**, 280. Run against *dock*, full damages; North, **37**, 270; *Hit, no marks*, and run *21 months*; case not proved; Pierce, **40**, 761. Damages on; †Pettie, **44**, 382. Old *rusty bolts* in stern plank; Young America, **54**, 410.

ORDINANCES OF CITY.—See Jackson, **58**, 608.

OVERTAKING VESSEL.—D. M. Anthony, **10**, 760; Bermuda, **17**, 397; Reed, **19**, 111; Texas, **20**, 254; Warren (20 yds. off), **18**, 559. Flash light not necessary to; State of Ala., **18**, 847. See *Statutes*.

“OVERTAKING.”—Whistles on; *meaning* of; rounding a point; Bay Queen, **27**, 813; Hell Gate; †Plymouth Rock, **26**, 40; *meaning* of; Commodore Jones, **25**, 506; Aurania, **29**, 98; *torch-light* required; City of Merida, **24**, 229. Means not over two points aft of abeam; Aurania, **29**, 98; Non Pareille, **33**, 524. *Passing* forbid at Negro Point; must *wait*; Northam, **37**, 238; *do.* Four Mile Point; Camelia, **38**, 858; at less than *20 yards*, Corlear's Hook; Garden City, **38**, 860. *Should see*

schooner 300 to 500 feet ahead, though *no stern* or flash-light shown, as required; Savannah, **41**, 891; *Saratoga, **37**, 119. *Doubt* whether vessel was two points aft of abeam; †Champagne, **43**, 444. Striking a schr., luffing to *anchor*; H. Keller, **50**, 142; *passing too near* at Corlear's H.; †Killien, **63**, 172.

OVERTAKING.—See Hell Gate, p. 59. At Corlear's Hook should give good margin; †Killien, **63**, 172. Must conform to the *necessary movements* of a leading vessel in avoiding another, with proper signals; Whiteash, **64**, 893. Overtaking tug breaks down, collision accidental; No. 3, **91**, 803. Uncertainty whether the crossing or overtaking rule is applicable; depends upon relative position and direction of each; small launch in fault; *Mary Powell, **92**, 408. See Cheruskia, **92**, 683. In *overtaking* at high speed in N. River and converging *one point*, the sidewise approach is rapid; no sheer; no duty to attend to ordinary signals *astern*; *overtaking* boat liable; Magenta, **93**, 254. Same, through *delay* in *shaping course*. D. M. Anthony, **10**, 760. Tandem barge ran on one ahead widely sheering; fault doubtful; Baker, **106**, 87.

PARTIES.—City not liable for navigation of Commissioners of Charities; Haight v. Mayor, **24**, 93; New parties defendant, on *defendant's petition*; forced intervention; Hudson, **15**, 162; 59th Rule. See Rules, p. 72. *Practice*.

PERSONAL INJURIES.—*Hills (knocked senseless) **21**, 727; Harold (foot) **21**, 428; Carl (locker) **18**, 655; City of Alexandria (hatch) **17**, 390. See *Infra PERSONAL INJURIES*, p. 115.

PIERS AND SLIPS.—See *State Statutes, Obstructions, Wharves*. Going *too near*, Monticello, **15**, 474; *Sam Rotan, **20**, 333; Motion in, Quaker City, **19**, 141; Macon, **20**, 159. Projecting beyond; †Canima, **17**, 271; Shields, **18**, 748. Running *too near*; E. H. Webster, **22**, 171; Active, **22**, 175; Swung under propeller blades; stay lines required; British Empire, **24**, 493; City of Chester, **24**, 91; Suction; surface current; *El Dorado, **27**, 762; Boom in; close shave; no light; Industry, **27**, 767; Projecting boats, swinging; Martino Cilento, **22**, 859; Ice in crushing; old boats; Reba, **22**, 546; Obstructing, a fault; Roslyn, **22**, 687; *Fanwood, **28**, 373. See *WHARVES*, pp. 80, 140.

Jamming; delay in casting off; City of Augusta, **30**, 844; Going *too near*. See *STATUTES*. Fault, when material; Columbia, **29**, 719; Howard, **30**, 280; †Doris Eckhoff, **32**, 555; †Britannia, **34**, 546.

Projecting Boats.—Lee, **31**, 570; †Sandford, **30**, 714; *Powell, **31**, 622.

Warp across, to have notice; Fulda, **31**, 352. On repairing, notice of concealed dangers necessary; Heisenbuttell, **30**, 456; *O'Rourke, **29**, 223; In fog, near, at mod. speed; Howard, **30**, 280. *Old boats* jammed, without notice, *half damages*; Starbuck, **29**, 797; Boats moored don't need lights; Rutter, **35**, 365.

See *Fault*. Going *too fast* near; Grapeshot, **38**, 156; going near a shifting tow; Wilbur, **38**, 153; *crowding* near; *Rockaway, **38**, 856; near ship docking; Cyclops, **45**, 122; *obstructing* ferry boat in fog; Orange, **46**, 408; *athwart* ferry boat at the Battery; Baltic, **41**, 603; preventing *exit*; Rio Grande, **38**,

849; *Mem. in Healy v. Express, **49**, 764. Jam in, broken wrist; Mystic, **4-1**, 398; backing across ferry slip; *West Brooklyn, **45**, 60.

Navigating near, immaterial, when could reverse in time; Intrepid, **48**, 327; *right in fog*, if careful; Midland, **48**, 331; but not, to carelessly get into another's slip; †Princeton, **61**, 116; *material*, at Battery; *Garfield, **50**, 620; Stone, **49**, 475; *Trans. No. 8, **53**, 670; at Corlear's Hook; †Clara, **49**, 765; †Killien, **63**, 172; when *catching on center*; Fanwood, **61**, 523; Gowanus Crk., lines *unguarded* hitting bulkhead; *Lime Rock, **55**, 126; in Atlantic Basin excessive *sternway*; Carnie, **49**, 682; *obstruction* in slip, not waiting; Jackson, **58**, 607; *overlapping slip*; So. Brooklyn, **50**, 588; by *tow*, as *customary* in J. City; Medea, **63**, 1014; *spile* pulled out in storm; *Cushing, **60**, 110; *landing* against light canal boat in a strong *tide way*, at vessel's risk; Moonlight, **50**, 478; *swinging* against and upon yoke of steamer's rudder at pier; *Chalmette, **52**, 174; right of exit; other boats obstructing, notice; not liable; *Express, **49**, 764, *Mss.

A steamer *leaving* her slip requires a good *lookout*; col. with tug and tow one thousand feet outside; other vessels; El Rio, **66**, 360. On leaving, *star-board hand rule* applies; contrary signals; *Florence & E., **68**, 940. Schooner dilatory in wearing round; *bad lookout*, no effort to avoid collision; Williams, **68**, 938; large steamers have *right to land*; if swinging against adjoining piers is necessary, small boats, upon notice, must *move* away; Etruria, **88**, 555. Propeller blade of steamer alleged to have been broken off in the slip; on doubt, slip required to be *examined* for evidence; held liable; *Howard Carroll, **99**, 1003; *Mss. 1570. On steamer warping across a slip, canalboat impaled; no notice required, d.; *New York, **88**, 556. Tug going near slips and whistling to ferryboats *obscured* in the slip is at tug's risk; Chicago, **101**, 143. See *Obstructions*, p. 66. *Landing*, p. 62.

PILOT.—Vessel taking, must *stop* and not veer; *Columbia, **27**, 704; to have view unobscured; *Drew & Young, **25**, 457. *Crossing bows, signals*; Cambusdoon, **30**, 704.

Unlicensed, & inexperienced in *rounding* Corlear's Hook; †Killien, **63**, 172; *deck hand* in charge; Whiteash, **64**, 883; Media, **63**, 1014.

PILOT BOAT.—Mistaking schooner for, should *stop*; †Champagne, **43**, 444.

PLEADING AND PRACTICE.—See PRACTICE, p. 118. Real causes of collision should be stated; Garden City, **38**, 860-862; *Rehearing*, not granted on new disputed evidence, †Havilah, **39**, 333; owners suing *in rem* for ship and cargo on apportionment can't have full value of cargo; †D. Eckoff, **41**, 156; concurrent suits *in rem.* and *in personam*; one judgment only; re-cross-examination on depositions; *Normandie, **40**, 590; **43**, 159; on suit; *in rem.* bond to Marshal and no advertisement, judgment don't bind other lienors; †Sundberg, **44**, 807; *decrec joint* for distinct damage interests; City Alexandria, **44**, 361; *amendment* to increase demurrage denied after apportionment; *Continental, **36**, 716.

POUNDING.—Scow left at sea fence by *Bailec*; liable; *Phoenix, **60**, 1019.

PRESUMPTIONS.—See Burden of Proof, p. 35, 48. *Repairs and supplies*, p. 125. Charter, p. 42; adverse, if no lookout; E. Wiman, **20**, 245. In favor of ship at anchor; *Rockaway, **19**, 449; or moored; Echo **19**, 453. Of personal

credit on supplies to *owner* in foreign port, Francis, **21**, 715, 921. That other vessel will keep her course; Haight *v.* Bird, **26**, 539; No excuse for neglect to avoid effects of obvious fault of the other vessel; *Fanwood, **28**, 373; Aurania, **29**, 98.

Of *usual course*, in backing out, *Servia, **30**, 502; that *signals* will be observed, not thwarted; ¶Britannia, **34**, 546; *St. Johns, **34**, 763.

To know usages of slip; Fulda, **31**, 351; to know a double propeller when in her usual slip; Willie, **29**, 153; of steamer liable to sail vessel, if latter not in fault; Truro, **35**, 317. That the other vessel will do her legal duty; Susquehanna, **35**, 320; ¶Britannia, **34**, 546; *St. John, **34**, 763. Of *fault*, on running into Pier 45; Weed, **40**, 844.

PRIVILEGED VESSEL.—See *Right of Way*, p. 71. Whether sail vessel or steamer, *must aid in avoiding collision*, when doing so is easy and is seen to be *necessary*, by luffing or reversing; Art. 21; *Patria, **92**, 411; *Little S., **74**, 574; *Titan, Mss. 1297, ***79**, 117; Waterman, **82**, 478; City of Augusta, **102**, 991. *Failure to aid is no fault* when the inability of the other vessel is not perceivable *till too late*; *Mary Powell, **92**, 408; Clinton, **97**, 510; *rounding* for slip, crossing, without any answering signal; tug near shore should also have given way; dd. Shadyside, **93**, 507. A boat entering *Atlantic Basin gap* is *privileged*; Defiance, **92**, 521.

PROMPTNESS, in maneuvering. *Bluebonnet, **10**, 150; *Bristol, **11**, 156; ‡City of New York, **15**, 624; D. M. Anthony, **10**, 760; Grand Republic, **16**, 424; Mary Ann, **11**, 336; Vim, **12**, 906; *Excelsior, **12**, 205. See Reversing; Signals.

Necessary in maneuvering and backing; Alaska, **22**, 548; City of Atlanta, **26**, 456; City of Merida, **24**, 229; *Columbia, **27**, 704; Com. Jones, **25**, 506; *C. P. Raymond, **26**, 281; ‡Galileo, **24**, 286; Roslin, **22**, 687; *Fanwood, **28**, 373; Standard, **23**, 207; *Drew, **25**, 457.

Enough for privileged boat to act when other can't or won't clear. ACQUITTED; Belle, **33**, 719; *Greenpoint, **31**, 231; Gratitude, **31**, 232; Susquehanna, **35**, 320; City of Albany, **34**, 812; *City of Springfield, **29**, 923; *Servia, **30**, 502; *St. John, **34**, 763; Farragut, **35**, 617. CONDEMNED.—See RIGHT OF WAY, p. 71.

PROPELLER.—Cut by blade; The Pennsylvania, **22**, 208; Suction; *El Dorado, **27**, 762; Aurania, **29**, 98. Lost in Slip; *Howard C., **99**, 1003; Effect of reversing on steering. See *Helm*, p. 59.

Blade broken, slip explored; held done by tug within the slip; *Howard C., **99**, 1003; *Mss. 1570; Key ruptured and propeller lost; held caused by *sea perils* on a voyage around Cape Horn, not by a *prior collision* in Chili; Homberg, **106**, 960.

PROXIMATE.—Cause of damage only regarded; Nereus, **23**, 448; Reba, **22**, 546; T. P. Way, **28**, 526. Embarrassment; *too near* Battery; *Garfield, **50**, 620. See *Fault, Damages. State Statutes. PROXIMATE CAUSE, infra*, p. 123.

QUICKWATER.—*Forward*, not proof of full stop; Susquehanna, **35**, 320–325.

RECKLESS NAVIGATION.—Bay Queen, **27**, 813; Garland, **110**, 687.

RES JUDICATA.—*In rem.* After bond for *value*, master free from further suit

for same fault; †Sundberg, **43**, 81; but on bond to Marshal, and no advertisement, *quere*; do., **44**, 807.

REVERSING.—When obligatory, on privileged ship. See *Right of Way, Stopping*, p. 76. To be prompt. Monticello, **15**, 474; St. of Alabama, **17**, 847; Garden City, **19**, 529. Necessary in fog when near, Lepanto, **21**, 651. At bend, tug & tow; Raritan river; *Bluebonnet, **10**, 150. *Delayed after contrary signals*; *Bristol, **11**, 156. Grand Republic, **16**, 424.

Failure in, a fault; Alaska, **22**, 548; *Amboy, **22**, 555; Nereus, **23**, 448; T. P. Way, **22**, 739; Necessary when near in fog; City of Atlanta, **26**, 456; Pennland, **23**, 551; †Sufficient when danger apparent; *C. P. Raymond, **26**, 281; †Galileo, **24**, 386; Aurania, **29**, 98; Should use helm; †Nacoochee, **22**, 855; Helm has some normal effect; Aurania, **29**, 98. See *Helm*, p. 59.

Too late, *Lee & V., **37**, 116; Rio Grande, **38**, 849; Baltic, **41**, 603; Johnson, **40**, 601; Wyanoke, **40**, 702. *Duty soon as danger apparent*, Johnson, **40**, 601; Bay Queen, **42**, 271; Alaska, **38**, 764; *Rockaway, **38**, 856; danger proved by the ineffectual starboarding, Gulf Stream, **43**, 895. *Soon as anchored ship known*; Westfield, **38**, 366. *In time*, if other had not taken unexpected and forbidden course; †La Champagne, **47**, 122. By *privileged vessel sufficient*, soon as the other is not likely to clear; *West Brooklyn, **45**, 60; Talisman, **36**, 600; Cement R., **38**, 764; *Express, **44**, 392. See *Right of way*, p. 71.

Sufficient, if as soon as any danger or neglect is visible; *Peerless, **48**, 844; Transf. No. 5, **49**, 398; Syracuse, **49**, 477; Lowell, **58**, 701; *Dakota, **60**, 1020; Fanwood, **61**, 523; *Orange, **64**, 141; wrongly *delayed* or omitted by *privileged vessel after danger visible*; Baltimore, **56**, 127; Stone, **49**, 475; Don Juan, **50**, 618; Jackson, **58**, 607; do., by *non-privileged vessel after danger visible*; Intrepid, **48**, 327; *Phoenix, **50**, 330; Van Houghton, **50**, 590; Brinton, **50**, 581; **59**, 714.

It is *sufficient* to reverse as soon as that is apparently *necessary*; *Orange, **64**, 141; El Rio, **66**, 360; required of a *crossing tug*, on hearing a *ferry-boat's starting signal* only 500 feet distant; Garrison, **65**, 253; wrongly *delayed after first contradiction of near signals*; material; reasons for the rule; Catskill & St. John (re Central), **92**, 1010; same, *delayed in fog* in lower bay; Nymphæa & May, **84**, 711; time for *stopping* computed and *manœuvres*, *Patria, **92**, 411; *required* in order to avoid a *moored vessel* and the blow of another boat in Newtown Creek, †Mascot, **66**, 74; justifiable in the *privileged vessel*, on *contrary signals* when danger is *near* and reversing is apparently *necessary*; Friesland, **76**, 591; the duty of the *privileged vessel*, when it is *clear* that the other can not or will not avoid collision; *Little S., **74**, 574; *Mary Powell, **92**, 408; City of Augusta, **102**, 991; sufficient if done then, or as soon as the *danger is apparent*; tug disabled, No. 3, **91**, 803; *Columbia & Eagle, **92**, 936.

Wrongly delayed when signals are heard or ought to be heard *near in fog*, Maun Chunk, Mar. Reg., June 19, 1895; *West Bkn., **106**, 751; same, after two whistles to cross bows not assented to; Saratoga, **77**, 224; *Columbia & Eagle, **92**, 936; same, at *Atlantic Basin gap* by tug inside; Defiance, **82**, 521; Same in Kills, when crossing bows to go to landing; King, **106**, 980; *Must be prompt* under Inspector's Rule 3, on *head and head meeting*; push tows;

Mahan, **106**, 86; Not *required* if reversal would run the vessel into a pier; Ferguson, **107**, 155.

Obligatory on crossing vessels near the junction of *Swash* and *Main Channels*, when the *navigation* is not understood or inconsistent with the understood signals; Inspector's Rule 3; computations as to positions; British Queen, **89**, 1003.

RIGHT OF WAY.—See *Privileged vessel*, p. 69. *Ferry-boats*, p. 56. *Reversing*, p. 70. Privileged ship to give way when the other will not, or cannot, avoid collision. No right of way into collision; America, **32**, 845; Aurania, **29**, 124; *Baltimore, **34**, 660; *Fanwood, **28**, 373; *J. S. Darcy, **29**, 644; Non Pareille, **33**, 524; *Senff, **32**, 237; †Sammy, **35**, 327. Same though turning; Columbia, **29**, 716. *Disputed* in approaching Gedney's Channel; Aurania, **29**, 98. Lies with descending tug; Belle, **34**, 669. Two whistles first given by privileged vessel don't change burden; Columbia, **29**, 716; but waives privilege, and the other may cross; Susquehanna, **35**, 320. Descending ship has, in middle passage at Hell Gate; Dasori, **47**, 330; do. near Gedney's Channel (?). Waived by whistling under Article 19 (?); †La Champagne, **47**, 122. Privileged ship must reverse when danger evident through other's fault; *Rockaway, **38**, 856; Garden City, **38**, 860; Rio Grande, **38**, 849; Baltic, **41**, 603; *Enough*, to do so when other vessel is not likely to clear. See *Reversing*, p. 70.

Off Sandy Hook, must port on one whistle; *thwarting*; †Champagne, **47**, 122; in boat making a landing, over one hugging shore, at Battery; Stone, **49**, 475; in boat going with tide; Hell Gate; Dasori, **47**, 330; same, bend, Hud. Riv.; Lamberton, **50**, 326; boat having, must give timely signal; Van Houghten, **50**, 590; no preference to boat improperly near slip, over one going out; Don Juan, **50**, 618; don't excuse inattention, or not reversing; Baltimore, **56**, 127; not in fault, when tug was to be expected to keep away; Brooklyn, **62**, 759; Fulton, **62**, 604; sail ves. must tack rather than run into a tow; Taylor, **52**, 323; Rose C., **52**, 328; none into collision; privileged vessel to give way when col. foreseen; Jackson, **58**, 607.

Is with sail vessel on starboard tack; bad lookout; Grace S., **63**, 163. Starboard hand rule applies on leaving dock, contrary signals; *Florence, **68**, 940. Privileged vessel must give way, if possible, when that is seen to be necessary to avoid collision; *Patria, **92**, 411; *Little S., **74**, 574; *Titan, **79**, 117 *Mss.; City of Augusta, **102**, 991; At Horn's Hook, †No. 8 & W., **82**, 478. In boats entering Atlantic-gap Basin; Defiance, **92**, 521.

RISK OF COLLISION.—Meaning of; Aurania, **29**, 98; Backing vessel; †Galileo, **24**, 386.

ROUNDING TO.—To observe rules; crossing bows; custom unavailing; Farragut, **35**, 617.

RULES OF NAVIGATION.—See *Inspector's Rules*: Starboard rule don't apply to encumbered tug in extremis at Battery; *Trans. 8, **53**, 670; don't relax duty to keep good lookout; Savannah, **41**, 891. Don't lessen duty of lookout; Savannah, **41**, 891. New Rules applicable near Gedney's Channel; Article 19 not to be acted on by privileged vessel; Must change course

on whistling; †La Champagne, **47**, 122. New rules ambiguous; "Harbor," not below Narrows; applied as understood; Aurania, **29**, 98; Non Pareille, **33**, 524. Apply to long *backing*; *Servia, **30**, 502.

RULE 3.—Of Inspectors; to signal in doubt; †Doris E., **32**, 555; Municipal, **34**, 812.

RULES.—59th, *Origin of*, Hudson, **15**, 102; *Adding vessels defendants*; E. H. Webster, **22**, 171; Departure from, presumed fault; British Act, 1873; Alaska, **22**, 548; City of Atlanta, **26**, 456; Nereus, **23**, 448; Pennland, **23**, 551; Conflict in overtaking and crossing; Commodore Jones, **25**, 506; Departure immaterial; The Rosedale, **22**, 737; Burden on violating, sustained; †Galileo, **24**, 386. Bringing in vessel defendant; †Britannia, **34**, 546. Petitioner, if unsuccessful, pays costs; *New York, **34**, 757; John Cottrell, **34**, 907. May bring in *owners* of another vessel (Rule 15) *in personam*; †Doris Eckhoff, **32**, 555; or a *wharfinger*; Joice, **32**, 553; City of Lincoln, **28**, 835. See *Practise*, p. 120-1.

RULE 18.—In *overtaking* and *passing at a bend*, *signals* must be first *given* and *answered*. The Rules of Navigation don't sanction *relaxation* of the vigilance previously required; Gedney Channel, *place of collision disputed*, *computations*; *suction in shallow water*; dd. Mesaba, **111**, 215.

SAFE MARGIN.—See *Crowding*, *Fault*, *Close Shaving*, *Yawing*. For contingencies; Aurania, **29**, 125; for swing of tow by the tide; Belle, **34**, 669. To prevent fear in turning; †Britannia, **34**, 559; for passing; *City of Springfield, **29**, 923; Raritan, **32**, 847; 50 feet at night too little; Rose, **28**, 104; 100 feet in harbor by day enough; *St. Johns, **34**, 763; for yawing in starting; Wells, **29**, 216. Necessary to allow for *leeway* and *yawing*; *City St. Aug., **52**, 237; must make the other's light *broaden off* more; †Gypsum Pr., **57**, 859; Grace S., **63**, 163; Dexter, **52**, 152.

SAGGING.—See *Tide*, p. 78. In high wind, neglect to notice; Burnett, **46**, 415. On *encroaching* canal boats, in entering slip; So. Brooklyn, **50**, 588; to allow for and provide against, in *keeping away*; *St. Aug., **52**, 237; in E. Riv., Intrepid, **48**, 327; Vandal, **59**, 796; at Hell Gate; Dasori, **47**, 330; do.; Brockton, **47**, 333; Grace S., **63**, 163; †Killien, **63**, 172. *Sail ves.* sagging on a tow while *reefing*; Rathburn, **88**, 529; See *Middl., **110**, 1001; Stern, **110**, 996; Rapid approach sideways in overtaking, on a convergence of one point; miscalculation; Magenta, **93**, 254. Unusual amount by a light sailing vessel in a light wind; 1½ points difference between true and apparent courses; no fault; *Iroquois & P., **91**, 173.

SAIL VESSELS.—See *Beating*, *Yawing*, *Tacking*. Short-handed; when to change course; †Nacoochee, **22**, 855; *Isle of Pines, **24**, 498; Haight v. Bird, **26**, 539; *Columbia, **27**, 704; Not keeping course, when material; Rosedale, **22**, 737; do. T. P. Way, **22**, 739. To take means to avoid collision in fog; †Martello, **34**, 71; or in danger; Non Pareille, **33**, 524. Yawing; bad lookout; Rose, **28**, 104. Changing course, don't excuse steamer, if collision avoidable; *Allianca, **39**, 476; Idlewild, **39**, 115; On a failure of wind, should anchor; †Jansen, **44**, 773; Media, **45**, 79. To *avoid* a slow tow; Taylor, **52**, 323; Rose, C., **52**, 328.

Bark and Sch., both *free*, one on port tack must keep away; bad

lookout, leeway, luff in extremis; Grace S., **63**, 163; same, both free, both luff, bad lookout, dd.; Walleda, **64**, 808. Ship and sch. in fog, bad lookout; horn not properly sounded; mechanical horn not used; help not given, "sailing away"; Kenilworth, **64**, 390. Yacht's lights too much crossing; screens bad, misleading the steamer, which however delayed keeping off more when its necessity was evident from yacht's not drawing astern; dd.; *City of Norwalk, **106**, 982. Excessive speed in fog; Harold, **84**, 698. Schooner under leeway passes to windward of long tow & reefs near and sags into collision; dd. Rathburn, **88**, 529. Must aid in avoiding steamer when easy, and plainly necessary. *Patria, **92**, 411.

SALVAGE.—See SALVAGE, p. 126. Unavoidable damage done in slip by collision during a salvage service in fire; salvor must pay the damage, but may recover it back as a necessary expense in the salvage service; Ashbourne, **99**, 111.

SEAMEN.—See SEAMEN, *infra*, p. 129. Not privy to owner's fault in not supplying a proper fog horn, *Niagara, **77**, 329.

SHEER.—See Tide. Corlear's Hk.; †Clara, **49**, 765; †Killien, **63**, 172; Express, **44**, 392. Discredited; tug and tow, L. I. Sound; inattention, bad lookout; Eagle, **69**, 157. In N. River, alleged sheer disproved; Miscalculation in overtaking a tug on a convergence of one point; Magenta, **93**, 254.

SIGNALS.—See Fog, Lookout, Lights, Overtaking. Whistles must be answered; Nereus, **23**, 448; Roslin; **22**, 687; to be repeated if not answered; *Drew, **25**, 457. Assenting don't change burden to keep out of the way; *Greenpoint, **31**, 231; †Sammy, **35**, 327; Columbia, **29**, 716. When it does so; Susquehanna, **35**, 320. On contrary signals, should stop; Dillon, **30**, 285; Must be given by long tow in fog; C. of Alexandria, **31**, 427. Contemporary, drowned, Nereus, **23**, 448; Central, **92**, 1010.

To be given and answered promptly; dd. *Blue bonnet, **10**, 150; †B. B. Saunders, **19**, 118; Thompson, **12**, 189; Garden City, **19**, 529. If contrary, danger begins, G. Republic, **16**, 424. Horns at sea, State of Ala., **17**, 847. Assent required to vary rule, Hudson, **14**, 489; Webster, **18**, 724; Garden City, **19**, 533. Bell not required in short squall; *Rockaway, **19**, 449. Assenting, does not require ship at rest to start up. Vanderbilt, **20**, 650; Garlick, do., 647.

Tow signals necessary in fog; *L. Holburg, **36**, 914. To be given from long tow in fog by helper; †City of New York, **44**, 693; †Raleigh, **41**, 527. Required by prudence when beating and lights hid; *Saratoga, **37**, 119; to ferryboat coming near a moored tug in fog; Orange, **46**, 408; Omitted, cause embarrassment; *Express, **44**, 395; Pilot bombs in fog not heard; *Normandie, **43**, 161; Unanswered do. demand caution; Grapeshot, **38**, 156; two whistles required by tow leaving slip; Rio Grande, **38**, 849. By anchored ship in Fairway, four minutes apart insufficient; Middletown, **44**, 941. Negligently omitted, *supra*, do.; Weed, **40**, 844, if assenting, required to act accordingly; *Lee and Vanderbilt, **37**, 116; do. in Hell Gate, keep on right side of channel; Brockton, **47**, 333. Necessary on meeting at Negro Point; †Josephine B., **45**, 909.

Must wait for answer before crossing bow, at Astoria; Trans. No. 5,

49, 398; at Battery; Stone, **49**, 475; *whistles*; delayed or omitted; importance and *necessity* of to prevent mistakes in crossing bow, or when head and head, or at a bend; in Hud. Riv.; Van Houghton, **50**, 590; do., Anthony's Nose, liquor; *Ice King, **52**, 894; do., in Hell Gate; Arrow, **45**, 912; *McCullough, **55**, 98; do., at the Battery; *Garfield, **50**, 623; do., Corlear's Hk.; †Clara, **49**, 765; *Bell rung*, though not heard, by vessel preparing to anchor; *Buffalo, **50**, 630; do., by steamer going *11 knots* in high sea; Fulda, **52**, 400; *inattention* by schr. to disabled steamer's whistles; *Riversdale, **53**, 286; to *ferryboat's*; Baltimore, **56**, 127; *place* of a wreck; any good *warning signal* sufficient notice; Ceres, **53**, 665; N. Riv., *contrary whistles*; *thwarting* manœuvre (See *Thwarting*), tug and ferrybt.; Crossman, **58**, 808; do., crossing bows; *Orange, **64**, 141; misunderstood; *whistles* not a *substitute* for a good *lookout*; Chicago, **61**, 521; Brooklyn, **62**, 759; fog signals *unnecessary* within pier lines; †Princeton, **61**, 116; *signals disregarded*, Lowell, **58**, 701; *horn* of anchored vessel *misleading*; Battler, **62**, 612; *alarm* signals wrongly omitted; Baltimore, **56**, 127; when signals unanswered; do., Chicago, **61**, 521.

Navigating contrary to, see *Thwarting*, p. 77.

Rules 1 and 6 are designed to prevent *mistakes*; hence signals must be *timely*; *delay* within the *half mile limit* of the rule or *waiting* till signals are thought *necessary*, is at *vessel's risk*; such delays held material in Catskill and St. John (re Central), **92**, 1010; Mesaba, **111**, 215; Saginaw, **84**, 705; †Guyandotte, **92**, 931; Mahar, **106**, 86. Signals wrongfully *contradicted*, on the supposition of a *mistake* by the other vessel; *Orange, **64**, 141; The first signal should be *repeated* if not *answered*; Ferguson, **108**, 973; Given too late; Hallett's Point, overtaking; reply immaterial; Sam Sloan, **65**, 125; same, between tugs and tows 300 to 400 feet apart in L. I. Sound; *inattention*; Eagle **69**, 157; not heard, from coming *contemporaneously* with *one's own whistle*; Central (Catskill), **92**, 1010; not heard by lighter in fog; lighter should be *out of ferry-boat's track*, Whitehall, **68**, 1022; Going to the left on a *2-whistle signal* unanswered is at vessel's risk; *Little S., **74**, 574; Friesland, **76**, 591; Ferguson, **108**, 973.

Contrary Signals.—On leaving dock. Right of Way; starboard hand rule; *Eldorado, **68**, 940; on *crossing courses & contrary signals*, if in *danger*, the privileged vessel may *stop*; Friesland, **76**, 591; *long tow in fog* must give signals showing its *position*, or should *anchor*; tug to arrange for signals from the *tow*, and for the movements required; Harold, **84**, 698; *Whitney & Shamokin, **77**, 1001.

Delayed: On *crossing courses*, and a *misunderstanding*, should *stop*; Saginaw, **84**, 705; †Guyandotte, **92**, 931; nearly head & head; Central (Catskill and St. John), **92**, 1010; *head and head*, push tows, signals *not repeated*, *late reversing*; Mahar, **106**, 86; in crossing to make a landing in the Kills; special care needed; King, **106**, 980; on entering the Copper-Works *smoke* in the Kills; *Archie C., **106**, 984; *answer delayed* to steamboat *rounding into her slip*; Shadyside, **93**, 507; *answer not given*, as required by Rule 18, to overtaking vessel at a bend; Gedney's Channel; dd. Mesaba, **111**, 215.

Signals necessary in going up past Horn's Hook though not intending to round it; Waterman, **82**, 478; must *navigate* accordingly, and *slow*, if necessary; *Vandercook, **88**, 559; required from a *ferry-boat leaving* her slip, *not heeded*; *Rosedale, **88**, 324; *not heeded*, while *obstructing* slip; *Chase & N., **108**, 110; when *misunderstood*, or when the navigation is apparently *inconsistent* or not understood, *prompt reversal* required by Rule 3; Swash & Main Channels, dd. British Q., **89**, 1003; not *obligatory* upon a vessel being *overtaken* under the former rules; signals astern, unless *overtaking*, need not be noticed; Magenta, **93**, 254.

SLACKENING SPEED.—Not required when danger not apparent; Bay Queen, **27**, 813; Required when danger apparent, though having right of way; †Galileo, **24**, 386; **28**, 469.

SLIPS.—See *Piers & Slips*, p. 67. *Wharves*, p. 80.

SMALL BOATS.—Becalmed, must use *oars*; Rule 24, Bay Queen, **42**, 271. *Naptha launch* crossing steamer's course, on her port side, must keep away; *Mary Powell, **92**, 408; lighter in *fog* to avoid *ferry-boat's usual track*, Whitehall, **68**, 1022.

SMOKE.—Of *copper-works* in the *kills*; duty to *signal before entering* & while *in it at night*; dd. Wilbur; M. Reg., April 3, '95; dd.; *Archie C., **106**, 984. Occasionally *obscures lights* off Quarantine; *Leary, **110**, 685.

SOUNDINGS.—Duty to take, in *fog*; *Express, **48**, 323, *Buffalo, **50**, 630.

SPEED.—High, demands great caution; Alaska, **22**, 548; In fog, 6 to 7 miles *not moderate*; †Nacoochee, **22**, 855; *Moderate*, means *reduced* speed; Penn-land, **23**, 551. Must be such as *not to injure others* by swells. See SWELLS, p. 77.

Immoderate, if not "reduced" from full speed; †City of N. Y., **15**, 624; Rhode I. (15 m.) Sail vessel (7 m.), **17**, 554; Vesper, **9**, 569; State of Ala., **17**, 847; 13 m. across Hudson; *Hills, **21**, 727; Edam, (7 m.), **21**, 651. *Moderate*, Lepanto (4 m.); *immoderate* (7 m.), Edam, **21**, 651. Too great on a *converging*, narrow angle; Aurania, **29**, 123; *ferry-boat* must *moderate* in *fog*; Howard, **30**, 280; 5 knots too much in steamer at Sandy Hook; 4 in bark; †Martello, **34**, 71; near piers to be able to stop before striking; St. John, **29**, 221; into *fog bank* at full speed, liable; Alexandria, **31**, 427.

Excessive, 14 knots in dark night, North River; *Saratoga, **37**, 119; in fog 13½ knots; Britannic, **39**, 395; do. 7 knots (¾) by steamer and 7.6 knots by schooner, Wyanoke, **40**, 702; do. 11 knots, (discussed) *Normandie, **43**, 151. *Moderate*, 7 knots, when lights visible ½ mile; *Allianca, **39**, 476. How *applied to ferryboats in fog*; Orange, **46**, 408.

Excessive; 6 knots, with long projecting tow near Brooklyn *shed piers*, at night; Intrepid, **48**, 327; 10 knots, near the Battery; *Garfield, **50**, 620; in East Riv.; Express, **55**, 340; *backing* in Erie Basin, Carnie, **49**, 682; to be *moderate* near slips, Don Juan, **50**, 618; *Transf. No. 8, **53**, 670; *in fog* in Lower Bay, 7 kn., critique on, Orizaba, **57**, 247; 15 knots, running into *fog bank*; computations; *Saale, **59**, 716; 10 knots by schooner, Ellis Is., Rose C., **52**, 328.

In *thick fog* at sea, 8 to 10 knots, excessive; nearly full; *Niagara, **77**, 329;

same, Nantucket Shoals; Cheruskia, **92**, 683. Must be *reduced* when signals heard near; *West Bkn., **106**, 751. 7 knots excessive for ferry-boat in *fog*; *inattention to signals*; Maun Chunk; M. R., June 19, '95. 7 knots is excessive in fog off Fire Island; "*half speed*" is ordinarily *two-thirds* of "full speed"; *Patria, **92**, 411; 6 knots by *sail vessel* is excessive; Harold, **84**, 698.

In East River *12 to 13 knots is excessive at all times*; *statute* allows but 10; *Rosedale, **88**, 324. On *conflict*, how ascertained; *computations, distance traversed, rate at collision*; *Patria, **92**, 411. In passing *near ferry slips at night* in North river, 10 knots dangerous; *usage* does not justify it; City of Augusta, **102**, 991.

STANDING BY.—*Required* by Act of 1890; neglected; steamer held *in fault*; Kenilworth, **64**, 890.

STATUTES.—U. S. *Harter Act* of 1893, construed and confined to *cargo claims*; Viola, **59**, 63; **60**, 296. *Permit to anchor derrick* in E. Riv.; Act of 1888, Depew, **59**, 791. See *HARTER ACT*, p. 97.

STATUTES.—To go *in mid river*; **15**, 476; **19**, 555, 451. When immaterial; †E. A. Packer, **20**, 327. When material; *Maryland, **19**, 551; *Sam Rotan, **20**, 335. To keep "20 yards" off, Warren, **18**, 559; Thompson, **12**, 189; Uncle Abe, **18**, 272. Twenty yards; Bay Queen, **27**, 813; British Act, 1873; Alaska, **22**, 548; City of Chester, **24**, 91; "*Mid river*," requirement material; †Britannia, **34**, 546; †Doris E., **32**, 555; Spraker, **29**, 457; Dillon, **30**, 285; *Darcy, **29**, 644, Columbia, **29**, 719. Binding as to *mid-river*, and 20 yards off; material, Garden City, **38**, 860; *Rockaway, **38**, 856. *Wrong Side*, pass to right; *Express, **44**, 392; When immaterial, Emperor, **46**, 143; Francis, **44**, 510. See *Personal Injuries*, p. 67. Going *too near piers*; material; N. Riv., Chicago, **61**, 521; outlook *obstructed* near Pier 7; Senff, **53**, 669; *Trans. No. 8, **53**, 670; at Corlear's Hk., †Clara, **49**, 765; †Killien, **63**, 172; at Battery, Stone, **49**, 475; speed exceeding 10 knots; *Garfield, **50**, 620; *crowding into narrow passage not 20 yds.*; Dorothy, **59**, 636; to go *in mid-river not applicable* in fog; Midland, **48**, 331.

STATE STATUTES.—Require to keep *middle* of East River as nearly as may be; violated by ferry-boat at Corlear's Hook; material; †Kilien, **63**, 172; by going *near shore and obstructing* access to steamer's slip; Shadyside, **93**, 507; same at *Battery*; Garrison, **65**, 253; *Lawrence, **97**, 351; near Brooklyn Bridge; Ferguson, **108**, 873; Same duty in Kills at Constable Hook; Smoke: Pioneer, Mar. Reg., April 3, 1895. *Limits speed* to "*10 knots in East River*"; violated; Shadyside, **93**, 505; *Express, **55**, 340; *Rosedale, **88**, 324.

STEERING.—Six knots enough for; Fulda, **52**, 400.

STERNWAY.—Too great in leaving Atl. Basin; Carnie, **49**, 682. See *Backing*, p. 47.

STOPPING.—See *Reversing, Right of way*. Lawful, in stream, Garlick, **20**, 647; Vanderbilt, **20**, 650. When illegal; Maynmba, **21**, 476. *Theory* of time and distance traveled, on *reversing* full speed. *Tables for distance traversed* when *time of stopping* is known; *Normandie, **43**, 160; time and distance of; Britannic, **39**, 397; stopping from 10 knots; †La Champagne, **47**, 122; *Patria, **92**, 811; Aurania, **29**, 121; ***34**, 555.

See *Keeping Course*. At 10 knots speed, not practicable to stop within 500 feet; Fulda, **52**, 400; within 1000 ft., running only 9 knots; *Saale, **59**, 716; *fault to stop after agreement to cross ahead*; *Nutmeg State, **62**, 847; except in doubt and *in extremis*; *Phoenix, **50**, 330; in fog, to stop dead; Midland, **48**, 331; City of N. Y., 147 U. S. 79, 84.

Required, on uncertainty as to the intent of the other vessel; Insp. Rule 3; Saginaw, **84**, 705; same in dense fog when signals are heard near; Nymphæa & May, **84**, 711. *Distance traversed after reversal and the rate at collision computed*; *Patria, **92**, 811; Cheruskia, **92**, 683.

SUCTION.—Slight, between equal vessels passing in deep water; Marten, **56**, 729.

Large steamers overtaking and passing within 100 or 150 feet, at the west entrance of Gedney Channel; in shallow water, its effect much increased; Rule 18 not observed by either vessel as regards signals, dd.; Mesaba, **111**, 215. At the Hoboken fire, the Bremen drawn out of her slip by the suction of Kaiser W.; **111**, 228, 231. See *Venus, **16**, 792; *El Dorado, **27**, 762. See SWELL.

SUNKEN BOATS.—See *Obstruction*, p. 66. Continued towing, *tug's risk*; owner must care for, on notice; Scott, **59**, 639. Collision while raising, E. River, excused; Depew, **59**, 791.

SWELL AND SUCTION.—*Causing damage, duty of steamer to keep away*; *Drew, **22**, 852; The Rhode Island, **24**, 295; From propeller blade; *El Dorado, **27**, 762; Boats fastened too close; shovellers; Morrell v. Rhinefrank, **24**, 94. See TUG & TOW, p. 78; SUCTION, *ante*.

Comparatively slight in deep water; Aurania, **29**, 120; Steamers passing in North River to avoid, by *waiting*; speed to be moderated or propeller stopped while passing; New York, **34**, 757; not to injure small boats; Atalanta, **34**, 918. By ferry-boat; Garden City, **38**, 860.

SWELLS AND SURGING.—Caused by too great speed in going near Pier 1; windlass broken; neglect to take up slack steel line in changes of tide; dd. New Hampshire, **88**, 306. See Rusted, **56**, 1022.

TACKING.—See *Turning*, p. 80. In front of approaching vessel; fault. Mary Ann, **11**, 336; or immediately after crossing her bows; Elmira, Mss. 1355. Near obstructing tow, Com. Jones, **25**, 506; In edge of eddy; Haight v. Bird, **26**, 539. Unusual overreaching, not required; Renovator, **30**, 194; Swinging 16 points; Nokomis, **30**, 711. Near tug, when no fault; *C. F. Young, **45**, 505; Johnson, **40**, 601. Tack, rather than run into tow; Taylor, **52**, 323.

THIRD VESSEL.—Hurt by others colliding; Grapeshot, **28**, 156; North Am., **37**, 238; *Venus, **16**, 792. Two entangled, drift on a third; ice; Anerley, **58**, 794. See Crawford, **68**, 939. Three vessels in fault. J. M. Thompson, **12**, 189; Harold, **84**, 698; Lyndhurst, **92**, 681.

THWARTING MANŒUVRES.—Stopping, without signal; doubt don't justify; ¶Britannia, **34**, 546; *St. Johns, **34**, 763. Don't excuse if perceived in time to stop; Gulf Stream, **43**, 895; Baltic, **41**, 603; *Secus, a defense*; *Allianca, **39**, 476; *Express, **44**, 392; Media, **45**, 79; five changes of helm; *Holberg, **36**, 914; seven points change of course by brig, Roanoke, **45**, 905; resuming former course after slight starboarding under Article

19. Must *port* after one whistle, Art. 19, †Champagne, **47**, 122; *Peerless, **48**, 844; tug and tow, *contrary signals* and *crossing bow*; *Orange, **64**, 141; whistles not *heard*; Chicago, **61**, 521; Crossman, **58**, 808; Brooklyn, **62**, 759; rounding out of slip, E. R., 2 whistles; thwarted by *stopping*; *Nutmeg State, **62**, 847. *Luffing just after crossing bows.* Elmira, Mss. 1355.

Through *assuming* that a *ferry-boat's* signal was a *mistake*, and contradicting it; *Orange, **64**, 141; by stopping 300 ft. outside of slip; false start; Garrison, **65**, 253. On rounding Bay Ridge; bad lookout, *late signals* and *inattention*; misunderstanding, not stopping; Insp. Rule 3; Saginaw & P., **84**, 705. Signals and navigation *misunderstood*, but *reversal delayed*; critique on evidence as to *position and distance*; Main and Swash Channel crossing; British Queen, **89**, 1003; thwarting by not *slackening speed*, to fall astern, on an *agreement by whistles*; *Vandercook, **88**, 559; *contrary whistles contemporaneous*, one drowned; misunderstood; signals delayed; head and head; going to the left; Catskill & St. John (re Central), **92**, 1010; going *contrary to notice* received, and to *signals immediately ahead*, through a mined channel at the Narrows; Chalmette, **93**, 500.

TIDE.—See *Right of way*; *Sagging*. Differs from *current*; *changes* much earlier; table of *differences* in North and East Rivers; *L. Holberg, **36**, 914; swinging by *cross-current* to be provided against, Garden City, **38**, 860; in Kills; Rice, **40**, 690; in East River, Cyclops, **45**, 122; Francis, **44**, 510; but not 200 feet out; †Jansen, **44**, 773. *Exaggeration* of set of flood towards Pier 45; Weed, **40**, 844; Towards Pier 20, Cyclops, **45**, 122; from *Negro Point* towards Rocks; †Josephine B., **45**, 909; *Descending* boat has right of way, Flood Rock and Middle Passage; sagging, Dasori, **47**, 330.

Sheering caused by tide to be *foreseen* and *allowed for*, Cor. Hook; †Clara, **49**, 765; †Killien, **63**, 172; *sagging* in entering slip, Pier 2, at *encroacher's* risk; Brooklyn, **50**, 588; at Hell Gate, East Ch.; Brockton, **47**, 333; do. middle chan.; Dasori, **47**, 330.

Vessel bound to take account of the tide in her manœuvres; *Titan & Unit, **79**, 117, Mss.; Carroll Boys, **80**, 414. *Sagging* in passing through a *cross-tide*; computations as to the effect of it near Sandy Hook; *Middleton, **110**, 1001; Stern, **110**, 996; same near *Gedney Channel*; Mesaba, **111**, 215; High tide usually leaves 133 to 135 feet under *Brooklyn Bridge*; *McMillan, **107**, 149. See *Sagging*, p. 72.

TOW.—An obstruction; authorizes tacking; Com. Jones, **25**, 506; Liable when her own pilot is in control; *C. P. Raymond, **26**, 281; The Strathay, **27**, 562. Less vigilance required of; *Excelsior, **12**, 195.

TRACK OF STEAMERS.—Rhode I., **17**, 554; Lucy D., **21**, 142; *Isaac Bell, **9**, 842; Mayumba, **21**, 476. To be *avoided* in fog, Whitehall, **68**, 1022.

TUG AND TOW.—See TUG AND TOW, p. 135. Making up, *turning* in East River; Osceola, **33**, 719; North River, Four mile Point; tows meeting; Belle, **34**, 669; Tug not held for *faulty start* by tow; *Anglo. &c. v. Cornell, **32**, 798.

Too long hawser, no tow signals, *thwarting* changes; *L. Holberg,

36, 914. *Swinging* in North River, steamer to *keep away*, tardy reversing; *Lee, and Vand, **37**, 116. *Run on dock*, negligence presumed; Weed, **40**, 844, do. old boat, full damages; North, **37**, 270; *Shifting* tow at Pier A; others to *keep away*, Wilbur, **38**, 153; leaving slip, two whistles necessary; for rounding, use the slip *noose*; right to clear the slip; Rio Grande, **38**, 849; Long tow at anchor, *helper* to signal; †Raleigh, **41**, 527; Lookout necessary; Emperor, **46**, 143; Side lights to tow alongside not necessary; false lights, custom *illegal*; Chase, **46**, 874; *both participating* in navigation, both masters on *bridge*, both liable; opinion of Betts, J.; *Express, **46**, 860. See *Hell Gate*, p. 59.

See *Stranding*: To keep in *right half* of East ch., Hell Gate; Brockton, **47**, 333; towing on *hawser*, and *alongside*; both right in Hell G.; Dasori, **47**, 330; too great *sternway* of steamer, Atlantic Basin, Carnie, **49**, 682; N. Riv. Van Wei's Point; bend too narrow for *passing*; right of way with *tide*; Lambertson, **50**, 326; tug and schr., *concurrent* negligence in *landing* in *tide-way* against canal-boat; Moonlight, **50**, 478; *swinging* $\frac{3}{4}$ across Kills; Brinton, **50**, 581; to be *avoided* by a fast *schooner*; Rose, **52**, 328; only *one* vertical light, too long *hawser*, tow's light unnoticed; Skeer, **55**, 123; two vertical lights *unnoticed*; one light *put out* by collision; separate *lookout* required; *Express, **55**, 340; fault in not sending *helper* to keep off anchored vessel; *Heipershausen, **56**, 619; must slack *hawser* to let sail ves. cross; Taylor, **52**, 323; too *weak tug* in East Riv. tide; *Concho, **58**, 811; do. in Hell Gate; Brockton, **47**, 333; "catching on center"; Fanwood, **61**, 523; *quick handling* of; *West Brooklyn, **45**, 60; Fanwood, **61**, 523; Senff, **53**, 669.

Master of tug may maintain action for damages to the tow, as *bailee*. Buena V., **108**, 559. It is *negligence* to start after dark in *thick ice* with tow running 40 feet ahead; *boatman* acting as *lookout* is tug's agent; Rambler, **66**, 355. *Hawsers* 180 or 360 feet long in day time in the North River, not unusual or culpable; El Rio, **66**, 360. Getting adrift by "*singling out*" in a *tide-way*; 3 collisions; tug's fault; Crawford, **68**, 939. *Schooner* too *dilatory* and negligent in *rounding* up river; *inattention* and bad *lookout*; no efforts to avoid collision; dd. Williams, **68**, 938. L. I. Sound, *inattention*, *signals* not given; *sheer* discredited; Eagle, **69**, 157; tow run on rocks at Constable Hook; *Packer, **69**, 741.

Long tow in thick *fog* must give *signals* to show her *position*, or *anchor*; *dangerous navigation*; *Whitney and Shamokin, **77**, 1001. Tug, barge and sail vessel; tow 2600 feet long; *dangerous navigation* in *fog*; *co-operation* necessary by *prearranged signals* from the *tow* to show its *position*; all three held; Harold, **84**, 698. Obstructing ferry slip near Starin's pier; tug liable, tow not; *Alvena, **78**, 819. Insufficient *power*, north end Blackwell's Island, *Titan, **79**, 117. *Mss. 1297. *Sheer* by unwieldy barge at Middletown Bridge; accident, bridge not an unlawful *obstruction*; Gildersleeve, **82**, 763. Tug not liable if it is only a *helper* to a steamer which is under her own control; nor for striking on *unknown rocks* in a *new dug-out channel*, Harlem river; *Belle, **89**, 879; †Float 4, **89**, 877. *Fog* arose at Pier 5, E. River, while a tow was left there *five hours* *swinging* with *tide*; held liable for not returning to make the tow *fast*, or *provide* needed *fog signals*, *Hughes, **93**, 510. Tug *entering* Atlantic Basin has right

of way; Defiance, **92**, 521. *Going to the left; delay* in porting; *Carroll Boys, **80**, 414. Neglect to *keep away* from sail vessels; Rathburn, **88**, 549. *Tandem* barge behind overtaken and runs upon the barge ahead through latter's wide *sheering; proof of negligence insufficient*; Baker **106**, 87.

Tow should carry *spare lines* for the *ordinary emergencies* of navigation. †Float 4, **89**, 877; and an anchor, Brown, **110**, 780; *outside boat* must carry a white *bow and stern light*, Insp. Rule 11, and a lookout *ahead* on a *long projecting tow*; getting *adrift*, all liable; Lyndhurst, **92**, 681; *Stranding* in Boston Harbor; from a movable *rock-breaker*, a *new obstruction*; tug owes only ordinary prudence and skill, Taurus, **95**, 700. *Obstruction*; sunken wrecks in mid-channel near Albany; position known; tug liable; size and power of tug; Levy, **108**, 435. TURNING.—Tug to know what she can do and allow *safe margin*; Osceola, **33**, 719; Gratitude, **31**, 232; Columbia, **29**, 716. *Battery*; †Britannia, **34**, 546. See BEND, p. 48. Ferry-boat on backing; *Servia, **30**, 502. *Sail vessel Dilatory*; Williams, **68**, 938.

UNSEAWORTHINESS.—Worn *rudder chain* breaks; *Riversdale, **53**, 286; *drunken master*, absent from his post; *Guildhall, **58**, 796. See UNSEAWORTHINESS, p. 137.

USAGE.—Rounding battery; †E. A. Packer, **20**, 327. Hugging shore illegal; Beaman, **18**, 334. Uncle Abe, do. 270; *Maryland, **19**, 551. Does not require bell at anchor in squall; *Rockaway, **19**, 449. Requires light at pier, if projecting; Shields, **17**, 748. Line across stream; Echo, **19**, 453; Swan, **19**, 455. "3 Idle Days"; Bowen, **18**, 751. Goods on deck illegal; Canaria, **16**, 873. See USAGE, p. 138. Stevedore's men to aid coal boat; British Empire, **24**, 493; Bad to cross bows to the left at night; *Demarest, **25**, 921. Excessive *speed*, City of Augusta, **102**, 991.

WARP across stream. Legal custom; Echo, **19**, 453. Illegal without due notice, Swan, do., 455. See *New York, **88**, 556.

WEARING AROUND.—*Inattention* to sail vessels by steamer; *Green v. Comp. Gen. **82**, 490. *Dilatory turning*, inattention by both; Williams, **68**, 938.

WHARVES AND SLIPS.—See PIERs AND SLIPS, p. 67. *Tow* moored at end of *usual pier*, no *obstruction*; Medea, **63**, 1014. Canal boat *impaled* on propeller of steamer *warped* across the slip; *notice* not required, d. *New York, **88**, 556. On *leaving slip*, steamers to keep *good lookout* for tows; El Rio, **66**, 360. A boat aground slips on a sloping bottom against another through *slackening* of its *lines*; liable; *Campbell, **85**, 462; *Mem. Ferryboat's access to slip *wrongfully obstructed* by tug and tow; dd. Shady Side, **93**, 507; Must *keep away* from steamer making a *landing*; Ferguson, **107**, 155. See p. 140.

WHISTLE.—See *Signals, Thwarting, Fault*. Meaning of, on *overtaking* ships; Bay Queen, **27**, 813; *Error* in locating in *fog* not a fault; City of Atlanta, **26**, 456; Two whistles *not assented to*, City of Chester, **24**, 91; When *contrary*, should *reverse*; *Demarest, **25**, 921; Necessary on swinging; E. H. Webster, **22**, 171; *Simultaneous, drowned*; not an answer under rule; Care in seeing, do.; *misunderstanding*, do.; Nereus **23**, 448; Catskill (re Central), **92**, 1010. To manœuvre accordingly; Standard, **23**, 207.

New rules; on one whistle, must go to *starboard* of mid channel; *Aurania*, **29**, 127. After *agreement* neither to thwart the other, nor *change without notice*; ¶*Britannia*, **34**, 546; **St. Johns*, **34**, 763; *Susquehanna*, **35**, 320.

Don't change *burden*; *Columbia*, **29**, 716; **Greenpoint*, **31**, 231; When it does; *Susquehanna*, **35**, 320. *Optional*, at sea; ¶*Martello*, **34**, 71. Tow held for *not whistling* in fog; *Alexandria*, **31**, 427.

Designed for a third boat; *adoption* of; *estoppel*; *Susquehanna*, **35**, 320; to be given *seasonably*; *Farragut*, **35**, 617.

Under *Article 19*, must *change course* on *signalling*; not compatible with *Article 22* for privileged ship to *initiate* unnecessarily; *Inspectors' rules different*; †*Champagne*, **47**, 122; *Art. 19*, must *port* after one whistle; †*Champagne*, **47**, 122; not to *stop crossing*, after *two*; **Nutmeg st.*, **62**, 847; except in doubt and in *extremis*; **Phoenix*, **50**, 330; *importance of omission*, material, at *Cor. Hook*; †*Clara*, **49**, 765; *Van Houghton*, **50**, 590; at *Astoria*, **McCullough*, **55**, 98; *Anthony's Nose*, **Ice King*, **52**, 894; *confusion* in, conflict; immaterial; **Aller*, **59**, 491; *inattention* to tug by ferry-boat; *Baltimore*, **56**, 127.

WIND.—See *Close Shaving*, *Sagging*, *Inevitable Accident*. Ordinary effects of, no defence, **C. P. Raymond*, **26**, 281; *The Aurania*, **29**, 98. Otherwise in a *hurricane*, *Comet*, **102**, 702. Wind and tide to be *foreseen* and provided against; *Britannia*, 153 U. S., 138; *Dasori*, **47**, 330; *Intrepid*, **48**, 327; in *landing*; *Moonlight*, **50**, 478; wind in *slip*, not a sudden "*gust*," *Columbia*, **48**, 325; *Germanic*, **107**, 294.

WIND AND TIDE.—Affecting course at *Gedney Buoy*; *Aurania*, **29**, 122; at *Governor's Island*; ¶*Britannia*, **34**, 559; Flood sets to 23d street, *East River*; **City of Springfield*, **29**, 923. Tow unmanageable; *Gratitude*, **31**, 232; tow's *sagging* to be counted on; **O'Brien*, **31**, 494; *The Belle*, **34**, 669. *Sagging* by steamer in main ship channel; †*Champagne*, **47**, 122.

WITNESSES.—Conflict as to lights, or bearing; consistency; †*Havilah*, **33**, 875; *Truro*, **35**, 317; Not seen; **Drew*, **35**, 789. See EVIDENCE, p. 92.

WRECK.—See *Sunken boat*. *Collision* with; in *Coney Is. Channel*; any warning *signal* of its *place* is sufficient; *Ceres*, **53**, 665; *Derrick* over wreck; collision excused; *Depew*, **59**, 791. *Wreckage*, ¶*Majestic*, **56**, 244.

WRONG SIDE.—See *Going to Left*, *Mid-river*, *Statutes*. Of stream; *East Channel*, *Hell Gate*; *Brockton*, **47**, 333; in *East Riv.*, *Lowell*, **58**, 701; many vessels; *Crossman*, **58**, 808; **Concho*, **58**, 811; of *Harlem Riv.* *draw*; *Greenville*, **58**, 805; of *Cut Channel*; **Energia*, **56**, 124; of canal; *Ashford*, **44**, 703. *Naval mines* at *Narrows*; *Chalmette*, **93**, 500.

YAWING.—See *Sagging*. To allow for; *Beta*, **40**, 899; *Rose*, **28**, 104; *Wells*, **29**, 216; *Truro*, **35**, 318; affects lights; **Allianca*, **39**, 476; *Roanoke*, **45**, 905. Causing change of lights; **St. Aug.*, **52**, 237; unavoidable; to be *foreseen* and guarded against by safe margin; *Vandal*, **59**, 796; *Grace S.*, **63**, 163. *Unsteady course*, perplexing; *actual course* different from real course; *Grace S.*, **63**, 163. See **Iroquois & P.*, **91**, 173. *Sail vessel* working to *windward*; *inattention*; **Paoli*, **92**, 940.

Foreign refusal of *injunction*, not to be followed *here*. Hohner, **50**, 369; should *allow suits* on maritime liens agst. State Receiver, Roy, **59**, 784; don't prevent attachment of fund in State Ct. *depository*, if State Ct. has no jurisdiction; *Vigilancia, **63**, 733. *Govt. vessels*, Progresso, **16**, 491.

CONSTITUTIONAL LAW.

State legislation competent as to *local maritime subjects*; death claims; *McCullough, **55**, 98; not to change the *law* in admiralty courts; Lyndhurst, **48**, 839; *Kate, **56**, 614.

CONSTRUCTION.

See *B/L, Custom, Carrier, Charter, Demurrage, Marine Ins., Evidence, Statutes, Wharfage*.

Broker's commissions "on gross amt. of charter," includes demurrage; Brown, **48**, 115; of Sec. 4893 as to *equitable title* agst. vendee of a patent, is a Federal question; Am. Co., **47**, 741; patents; penalties; Secs. 4900 and 4901 *construed together* as to *stamping*; Walton, **51**, 17; of marine policy, *rider* construed *literally*; *Mark, **52**, 170; "reach of *ship's tackle*"; *Seagur, **55**, 324; in *pari materia*, Secs. 4235-36 on *pilotage*; *consignee* liable for; Reardon, **59**, 624; of *carrier's* liability to cargo, Harter Act, 1893, Viola, **59**, 632, S. C. **60**, 296.

Of *Coal Orders*, "Not liable for demurrage," fault; Melloy, **37**, 377; "*Oesser*" clause, errors corrected; Serapis, **37**, 436; Lycus, **36**, 919. "Fast as can deliver" requires both hatches; †Glenfinlas, **42**, 232. "Per hour," after lay days, means each of the 24; Pig Iron, **37**, 24.

Marine insurance covering *bottomry draft*, held to cover a *draft made bottomry* by a letter accompanying the endorsement; *Neill, **95**, 491; of the American clause in a marine policy, is by its terms *inapplicable* to insurance entered under *old open policies*; Goss, **107**, 516. On contradictory clauses in policy, construction is *against the insurers*, American S. S., **108**, 421. Policy on *advances* and *charges* covers *inland freights* paid by the carrier, for which no *lien* has been acquired; Clintonia, **104**, 92. *Telegrams* used in construing the contract; The Calabria, **24**, 607; To be reasonable; general terms limited; Ah Kee, **22**, 519; Same; U. S. v. Dougherty, **27**, 730; Of insurance policy; †Sidney, **23**, 88. That *adopted* by the *parties*, upheld; Paving Co., **56**, 525; Of *treaty*, construction of State Dept. adopted, Castro **16**, 93.

CONSULS. See *Ministers, Official Bond*.

EXPENDITURE ordered, recoverable; Exposition; Appropriation. Leavitt, **34**, 623; *Fees of*, when *private*; acc. stated; Amendment; *Badeau, **33**, 572; *Jurisdiction* of District Court not affected by Act of February 18, 1875; *attachment* against Consul's *partner* non-resident, upheld; Froment, **30**, 385. "In charge of legation," is not a "Minister"; suable in Dist. Ct.; *Baiz, **41**, 732. *Discharge* of seaman by, *disregarded* where no *hearing*; Sachem, **59**, 790. See Seamen; †Babcock, **79**, 92. May be extradited to another state for trial on charge of embezzlement; *Iasigi, **79**, 751.

See *Bankruptcy*, p. 23, 27. *Practice*, p. 120.

*Resisting process, and running away with vessel after service of attachment; *Nevius, 48, 927; interference by Govt. officers with the rooms of the Court and its possession, is a contempt restrainable by injunction order; Lyman, 55, 29. No warrant can run to another District; Manning, 44, 275.*

CONTRABAND OF WAR. See *Carrier*, p. 36; *Neutrality*, p. 111.

Discharge of a *sulphur cargo* on the outbreak of the Spanish War, held too *hasty* during known *negotiations* for *exempting sulphur*; ship liable for the *expense*; †*Styria, 93, 474.*

CONTRACT. *Privity of*, see *Action*, p. 21.

On *delay* in completing contract for *repairs*, the owner on taking possession must pay the *contract price* less reasonable cost of *finishing* the work; *Lucille, 70, 233.* When 20 per cent. of payment in installments for work done is *withheld* "till the completion of contract," and the contractor for *good cause rescinds* the contract before completion, he is entitled to recover *full payment* for the work done and the *moneys withheld*, against the principal and the bondsman; *Mullen, 109, 817.*

CONTRACT LABOR LAW. See *Immigration*, p. 98; *Habeas Corpus*, p. 96.

CONVERSION.

None, by sale of *bean sweepings* after tender and refusal; †*Timor, 61, 633; 46, 859;* nor by daily steamer *retaining goods* till consignee attends to take them; **Hattie P., 63, 1015.*

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CORPORATION.

Agent's authority; see *Principal and Agent*, p. 123; *Practice, Process*, p. 122. *Mortgages* by, under contract; *equitable lien* thereby is superior to subsequent *execution*; on *sale of bonds* below par, plea of *usury* not available; *assent* of stockholders not necessary under the prior contract; **Vigilancia, 68, 781. Service of process* on the *local agent* of a part of its business is sufficient; **Christie, 92, 3.*

COSTS. See *Bankruptcy*, p. 24, 27; *Salvage*, p. 126.

Recoverable in all *common law* actions; *Treadwell, 15, 532.* Security for Costs, when *additional* required; *Tannhauser, 9, 225.* One docket fee on default and reference; *Trundy, 18, 607.* Several petitioners. Costs to only one if the fund is small; *J. W. Tueker, 20, 129.* On *tender*, divided; *City of New Bedford,*

20, 57. Not charged on fund, if suit unreasonable; Wright, **16**, 482. *Denied*, if no jurisdiction, Wenberg, **15**, 288. Under §823. See **15**, 532; **18**, 588; **20**, 898. *Denied* if no lien existed, and deft. went to trial, instead of excepting at outset; Monte. A, **12**, 338; Dismissal. Act unconstitutional. Jurisdiction. Power. §§975. Absolute by Statute, §823, in Com. Law Cases; Cooper, **18**, 588. (Contra, **20**, 898.)

Denied for not stating true fault; *Maryland, **19**, 551; for concealment; inevitable accident; Hall, **14**, 418.

Not allowed to more than one petitioner; Tucker, **20**, 129. When paid from fund, or not; Wright, **16**, 485. Attached to lien and paid *pro rata*; Grapeshot, Arctic, **22**, 123, 726.

On necessary *libels* for *claims* allowed; Grapeshot, **22**, 123. *Disallowed* when ground of decision not pleaded; Ocean Express, **22**, 176; Upon *deposition*, not allowed; Alaska, **23**, 597; No *docket fee* on hearing *exceptions*; Anchoria, **23**, 669; Withheld for *extravagant claim* for salvage; O. M. Hitchcock, **25**, 777. In *doubtful* cases may be withheld; *Chalmette, **52**, 174.

DEPOSITIONS. *Distant* witnesses produced by opponent; Hunter, **28**, 842; On Rule 59, paid by petitioner if vessel discharged; *N. Y., **34**, 757; Cottrell, **34**, 907.

DIVIDED when *damages* are divided, **25**, 782; **28**, 109; **29**, 648; **31**, 354, 431; **32**, 237, 846; **33**, 527; **34**, 77; **35**, 329.

DISALLOWED. Izzo **10**, 779; when excessive bonds exacted; *Marinin S., **28**, 664; In discretion of the Court, **29**, 715; **30**, 377, 705; **31**, 162, 432; **33**, 560; On probable case, **28**, 658; **33**, 560; **34**, 720; On 59th Rule, ***34**, 759; After tender, **30**, 464; *Counsel fees* excluded, **30**, 720.

Denied, where notice not given of *special damage* in *salving*; Benison, **36**, 793; in cases of *doubt*; China Mut., **39**, 879, Pierce, **40**, 767; If no *jurisdiction*; Scow, **38**, 158; if real defense not pleaded; Olive B., **40**, 904; *Divided*, on interlocutory decree on apportionment; if cargo owner is co-libellant; Wyanoke, **42**, 80; of *reference*, charged to party causing it; †D. Eckhoff, **41**, 156; on *premature* suit; Henderson, **38**, 36; *exaggerated* value don't prevent, if no tender; †Pettie, **44**, 382.

Allowed, on a *premature* provisional suit for yacht *wilfully* detained in shipyard; Una, **56**, 157; *denied*, where damage slight, not known, and long *delay* in giving notice; but vessel running meantime; Don Juan, **50**, 618. DENIED, if *excessive security* demanded; Float 5, **50**, 573; Swan **50**, 447; *withheld* where *deft.* succeeds on *main issue*; Dickie, **49**, 390; where no *report* made of salvage to owner, or *prior demand*; Ocean W., **53**, 285.

On mutual fault, all *costs divided*, though but one vessel damaged; Luckenbach, **94**, 544. Costs of former suit not recoverable in new suit; *Munson, **99**, 787. Allowance to insured out of a fund recovered and enuring to insurers by subrogation: Salvage costs not recoverable over against the negligent tug; Stone, **68**, 934.

COURT ROOMS.

Post Office Bldg.; Courts occupy under the *statutes* and original plan; Sec. Treas. *cannot dispossess* by arbitrary re-allotments of rooms; injunction, Re Lyman, **55**, 29.

See *Bankruptcy*, p. 23. *Equity Suits*, p. 91.

CRIMINAL LAW. See *Removal*, p. 124; *Pensions*, p. 114.

Intent. When *not material* in statutory offences; Curtis, **16**, 187. Impossibilities, do., 189. *Counterfeiting* coin; when complete; Abrams, **18**, 823. *Civil Service Act*, Political Assessments, Curtis, **12**, 824. *Forgery* of Books and memoranda as evidence; extradition; *lex loci*; Tully, **20**, 812. *Neutrality Laws*. Hostile expedition against Hayti; Condemnation; bonding; Hogan, **18**, 529. *Chinese Immigrants*. Restriction against, don't apply to *sailors*; Ah Kee, **22**, 519. *Witness's Privilege*. See *Practice*; McCarthy, **18**, 87.

Removal, burglary; breaking in; prior presence; Lantry, **30**, 232. *Voting* at election; Instructions; U. S. v. Seaman, **23**, 882; *Neutrality* laws; Forfeiture; *Trade with belligerents* lawful; New enterprise abroad; City of Mexico, **24**, 23; *National Bank*, "misapplied" funds; *concealment* from directors; *variance*; U. S. v. Fish, **24**, 585; *Fraudulent importation*; *U. S. v. Boyd, **24**, 692; *Intent to injure unlawfully* is criminal; *motive immaterial*; Ambrose Light, **25**, 426. Selling certificate of naturalization *fraudulently obtained*, Sec. 5424, Raggazini, **50**, 923.

In *indictment* under Sec. 5480 for *scheme to defraud* by false allurements to investment, the *false representations* must be stated; intent to *convert* not necessary; Bernhardt, **84**, 634. *Indictment*, alleged *variance*; decoy letter "to be delivered by carrier"; not material; Sec. 5467; *Hall, **76**, 566. *Pension cases*; Sec. 4746 supersedes Sec. 5421 only when defendant procures *another person* to make or present a false paper, *Kuntsler, **74**, 220. *Passing counterfeit bills*; evidence of defendant's *means of getting* them competent; *res gestæ*; Taranto, **74**, 219; *Removal*; larceny of *stamps*; joiner of different offences; Yen-*nie*, **74**, 221.

"*Fugitive*"; "*Wilful murder*"; not when the death takes place in *another country*; barred by *Statute Lim.*; Secs. 1043, 5339; §Hewecker, **79**, 59. *Indictment* does not show *two offences* charged; *pensions*, Sec. 5421; Hansee, **79**, 303. Sec. 6, sub. 5 of Customs Act of 1890 requires *declaration* to state whether it is by *owner* or *consignee*; entry by false paper; sufficient for indictment to say "falsely declared owner instead of consignee"; *intent to defraud* need not be averred; *specific* section controls the more *general* Act; Fawcett, **86**, 901; See *U. S. v. Baldwin, **107**, 104.

CUSTOM.

See *Collision*, p. 51; *Carriers, Damages, Usage*, p. 138.

Of *port*, to *discharge* seamen by the *trip*; Walsh, **36**, 607. *Lumber*; three "idle days"; *Gates, **37**, 154; *Loading Coal*, wait for all kinds; Melloy, **37**, 377; *Invalid*, to demand freight before fixed by weight, Henderson, **38**, 36; false lights; Chase, **46**, 874; of 150 tons chalk per day, *superseded* by B/L "fast as can deliver"; †Glenfinlas, **42**, 232. *Fixes Port limits*; *delivery of tea* for "port of New York" not good in Brooklyn; Adelaide, **38**, 753. Determines *negligence in stowage*, grain; Dan, **40**, 691. On shortage of fruit not identified, to take average of cargo; Tangier, **44**, 692. Not allowed to vary contract, "Dock privileges"; Brooklyn, **46**, 132.

Clearance Papers; allow one day to furnish; *Rumbul v. Puig*, **34**, 665.

Customary Dispatch; not proved; Treasury Reg. don't apply; *Guilio*, **34**, 909. *Unproved*; *maccaroni*; *Paturzo*, **31**, 611; Working hours; *Principia*, **34**, 667.

As to broker's commission on demurrage; *Brown*, **48**, 115; to deliver tea on N. Y. side; notify consignee if no berth; †*Mascotte*, **48**, 119; Charterer's agent "to report to the C. H.," is not sufficient to include ship's inward business; **Mignano*, **49**, 376; to cut logwood three feet long; *Dickie*, **49**, 390; tow's duty to notify of unusual draft; grounding Coney Is. Creek; **Harry*, **49**, 681; berth to be found in 24 hours; governs number of hatches to be used; †*Nether Holme*, **50**, 434; determines what is "bad weather" for loading; local experts; *Prince*, **50**, 115; determines mode of piling, within reach of tackles; **Seagur*, **55**, 324; of prudent pilots, shows what is a prudent start in fog; "sun-down glint"; *Battler*, **62**, 612; none, as to meaning of "about" a named day to arrive, in charter; **Alert*, **61**, 504. To carry tea and camphor together, not proved; *Glamorganshire*, **50**, 840. Storage of detonators with other goods, valid; †*Booth*, **64**, 878. For consignee to hold vessels bringing brick at their own convenience, invalid; no custom that the master must reject bad brick on loading; 140,000 brick, **78**, 149. Stowing cotton at charter's expense; no contrary usage. Stevedore's rates; **Macy*, **91**, 671.

CUSTOMS DUTIES. See *Penalties, Criminal Law.*

Appraisalment, Liquidation and Reliquidation; necessary and binding force of; *Campbell* **10**, 816; *Earnshaw*, **12**, 283; *Leng*, **18**, 15; *McDowell*, **21**, 563; *Reliquidation* must be within year; suit any time after; hearing of appeals by Secy. of Treasury is quasi judicial; decision final; cannot be recalled or revised. Liquidation and appraisalment conclusive on U. S.; *Leng*, **18**, 15.

Reliquidation must precede suit for additional duties. *Reappraisalment* without further inspection. Fraudulent discount; *McDowell*, **21**, 563. Demurrer. *Ultimate facts* only to be pleaded. If indefinite, remedy by motion. Averment of *Excess* of duty paid with "protest" and bill of particulars, good; *Muser*, **17**, 501. Liquidation as "free," binding till reversed. After seizure, *re-liquidation* by permission of Court only, and duties to be put in Registry; 35 Cases Plate Glass, Mss. Apr. 16, 1886.

Duties on Collection of Antiquities. Superfluous Legislation. Former Acts and Construction not repealed by implication, †65 TERRA COTTA VASES, 10, 880. Warehouse Bond. Reliquidation after seven years. Surety discharged after term of bond. Act of 1874 retroactive; Campbell, 10, 816. Warehouse bonds, surety discharged by Secretary's order to delay sale. Time essential. Statute sale suspends Government's right to sue surety. §2971; all are parts of Secretary's contract; DeVisser, 10, 642. Customs Duties. Re-appraisalment. Irregularities in personal enemy. Protest and appeal necessary. Demurrer sustained; Earnshaw, 12, 283.

Match Boxes; coverings; Act March 3, 1883, §7; "other use"; Apprais't and liq. void; *Thurber*, **28**, 56. *Merchant App's* fees; Exaction from importer illegal; not voluntary; Treasury Reg., §472 void; Collector liable to penalty, §2636 Rev. St.; †*Ileden*, **28**, 416. Duties not deducted; †*Surrey*, **30**, 223.

Sureties' bond discharged by payment of amount *liquidated*; not revived by *reliquidation*; Georgi, **44**, 255. *Bad appraisalment*, no defense without protest and appeal; Earnshaw, **45**, 782. *Bond* for transportation to N. Orleans; *surety* takes risk of passage and negligence; officers' fault is not *Govt's* fault; Coppell, **48**, 367; foreign *yacht* not an *import*, nor dutiable under tariff laws; tonnage duties; released; *Conqueror, **49**, 99.

Entry by a *consignee* must be so stated; not entered as by *owner*; Fawcett, **86**, 900. See *Baldwin, **107**, 104. *Drawback* not allowed on the *bottle*, *cork* or *tin foil* as materials used in the manufacture of beer bottled for exportation; *Beadleston, **104**, 295. *Importer* on forfeiture may have return of *deposit* for *unliquidated* duties by Act of 1897 as on abandonment; †One Case Paintings, **99**, 426. Mss. 1778. *Additional duties*, Act of 1897, importer liable for them though the goods are forfeited; *Gray, **107**, 104. On *seizure* and *bond* given, claimant not bound to pay the cost under Sec. 938, Eight Cases, **98**, 416. *Warehouse bond*; on *sale* after three years, original *duties* to be deducted; *Buxbaum, **80**, 885. *Liquidation*; made after one year valid; no presumption of a prior *liquidation*; Act of 1874; *Gandolfi, **74**, 549, (Jury). *Passengers' baggage*, when not forfeited for non-specification of dutiable articles; see *Passengers*, p. 112; †Pearl Necklace, **105**, 307. Under Customs Administrative Act of June 10, 1890, *forfeiture* is incurred of goods entered by a *false* paper though agent making entry was innocent, U. S. v. 19 bales tobacco, **112**, 779.

DAMAGES.

See *Collision*, *Old Boats*, *Charter*, *Carriers*, *Personal Injuries*, *Lien*, p. 102. Seaman, \$1,500 for injuries by *derrick*; Municipal law; *Ed. Godden, **23**, 43; *Divided* on mutual fault in various classes of cases; *Max Morris, **24**, 860; *Divided* where *tow* is improperly abandoned, and the increase not determinable; *Y. America, **26**, 174; For *loss of life*, recoverable in Admiralty; *Columbia, **27**, 704. Not allowed on *whole* cargo for *part* injured; †Boskenna, **36**, 699. *Marinin S., **28**, 664; *Consignee* not bound to *repair* cargo for ship's benefit; Hill **36**, 702; *Deviation*, passenger, \$200 returned; Cbateau M., **37**, 157. None while in *custodia legis*; Henderson, **38**, 36. *Divided* on *boatmen's quarrel*; Iroquois, **38**, 151; for *overloading* vessel and grounding; Shaw, **38**, 356. On *personal injury*; Mystic, **44**, 398; Frank, **45**, 494. By *swell of displacement waves*; *Majestic, **44**, 813. *Stranding*, view obstructed by *tow*; Levering, **36**, 511. *Deviation*, a *proximate* cause; Willie, **40**, 689. *Foundering* on subsequent trip, *remote*, *New York, **38**, 710; **40**, 900. On seaman's time-shipment and voyage broken up, wages to *date only*; Frank, **45**, 488. *Shortage*, see *Carriers*. *Deviation*. For *damage* to *part* of cargo, sale of the *whole* is wrong, *Marinin S., **28**, 664.

Personal injuries, *heart disease*, \$2000, †Pers. Monarch, **49**, 669; *not proximate*, *exposure* in water, a new agency; Brinton, **50**, 581; do, no *rail* around *hatch*, lurch, fingers cut off by *swinging door*; Luckenbach, **53**, 662; See Young America, **31**, 753; *proximate*, after unlawful sale of a patented article to vendee, is the *value* of the loss of *future use*; †Electron, **56**, 304; *proximate*, for not cleaning out *soda ash*, don't extend to the result of a *stoppage* of *sluices* by the ash combined with negligent *leakage* on *subsequent* voyage; †Centurion, **57**,

412; from appointing *drunken master*, absent from his post, and collision, damage; do., *failure to repair barrels and stop leaks*; *Guildhall, **58**, 796.

On bond for *production of invoice*, the *penalty* is not *liquidated damages*; good only for the *duties owing*; *Cutajar, **59**, 1000. For agent's *false representations* of no *steerage*; cholera; quarantine; liable for *proximate damage* by *detention*, not for *accidental discomforts and sufferings after removal*; nor for *punitive damages*; Normannia, **62**, 469; water-damage to sugar, *polariscope test, sampling*, allow *average weight* of full bags; †Euripides, **63**, 140; owner's duty to *reduce* by subsequent *care*; Scott, **59**, 639; *pounding of scow at sea fence*; Mayor, **60**, 1019; *prior dam.* not *waived* by *rescission*; Kelly, **51**, 194; *subsequent dam.* after *withdrawal* is no *lien* on *freight*; *Kate, **63**, 707. For *negligent loss of cattle*, cost, interest, ins. and advanced *freight*; *Hugo, **61**, 860. By *rats*; see †Timor, **46**, 859; Italia, **59**, 617.

To sugar cargo; †Euripides, **63**, 140. By *iron ports* left *unclosed*; Sylvia, ***64**, 607. By *misfitting port blind* or by *collision at Havre*; critique on *conflict*; held *bad blind*; lack of *best test*; *Phoenicia, **90**, 116. A cargo *port-hole* left open on *sailing*, cause unknown; ship *liable*; Manitoba, **104**, 145.

Excessive claim for *pumping* disallowed; Hastoff, **92**, 398. No decree in *admiralty* for *nominal damages*; *Straits of Dover, **99**, 787. For vessel *delayed*, damages allowed for *reasonable time* only; Zambrana, **70**, 320. On owner taking possession of *unfinished contract*, deduction only for *unfinished work* allowed; Lucille, **70**, 233. Duty to obtain employment if practicable, to *diminish damages*, not to *enhance damages* by *inaction*, Pa. R. R., **50**, 335; Scott, **59**, 639. Zambrana, **70**, 320. Damages *unavoidably done* by *salvor* to *another vessel*, during the *salvage service*, must be *paid by salvor*, and treated as an *expense of the service*, Ashbourne, **99**, 111.

DEATH CLAIMS. See *Collision*, p. 52; *Personal Injuries*, p. 115.

For *fireman*, Corlear's Hook, \$5,000 allowed; †Kilien, **63**, 172. Pilot's yawl capsized, *negligence of mate, a fellow-servant*; State jurisdiction, three-mile limit, d.; Carlson, **93**, 468. Right of *action* is *statutory* only; ordinary right to *jury trial* should not be taken away by *unauthorized enlargement* of *admiralty jurisdiction* in proceedings to *limit liability* upon only *one demand*; Eureka, **108**, 672. A promising workman drowned on *upsetting a small boat* in a *mined channel*; Sandy Hook, \$12,500 allowed; *Middleton, **110**, 1001. The *action* is subject to all the *statutory conditions*; the *one year limit* of the New Jersey statute is an *absolute condition*; not a mere statute of *limitations*; Stern, **110**, 996. On proceedings to *limit liability*, all such claims have a *lien on the fund* and share *pro rata* with others; Catskill, **95**, 700.

DELIVERY. See *Charter Party*, p. 44; *Carrier*, p. 39; *Bill/L.*, p. 33.

DEMURRAGE. See *Charter*, p. 44.

Lien from time of *loading*. Manufacturers' *secret agreement* with shipper does not affect, though no title in shipper; express contract; *Blowers, **19**, 444. *Unsafe Berth*. "Three idle days" by usage, include risk of *bad weather*; Bowen, **18**, 751. Consignee to provide the ship a *berth* without struggle; Clay-

ton, **20**, 799. Wharf named and no lay days; reasonable diligence only required; *delay in berth*; plaintiff must show *fault*. Usage for carrier to take risk of delay in *brown stone* trade; Fish, **20**, 201. No lay days. Salt; usage, 11,000 bushels per day. Purchaser on board; Groun, **19**, 144. Reasonable diligence; ice; salt; usage; rain. *Change of berth*; purchaser on board, not bound by *unknown charter*; Honge, **19**, 136, 143.

Vessel to allow *usual moves* to aid discharge; Ray, **19**, 525. Vessel to find proper berth. *Iron rails*; refusal to allow landing; lighters not compulsory. Change of berth; *Tielman, **17**, 268. Loose propeller. *Stowage by best known means* sufficient. Sea-worthiness *progressive*. Usage; pine wedges. Conflict of evidence. "Damage that can be *insured against*"; Titania, **19**, 101. "*Rust*," exception changes *burden of proof*. Crushing wire coils. Voluntary loss of evidence. Black paste adhering; white damage; Vaderland, **18**, 737.

Hire of barge. *Going rates*. Contract entire. Notice; Cargo of Malt, **10**, 774. Discharge *prevented* at a dock named is like a *physical obstacle*. "Near as can safely get." "Proper discharging berth." *Wharfage* payable by ship. If delay is by fault of *neither*, and neither is bound as to time, due diligence by each is the rule. *Ship* must find her *own berth*; Carsenego, **16**, 248. Duty to land at *wharf*. Lighters. *Lay days* on general ship run only from berthing and *readiness to deliver*; secus on charter party. Custom. "Free from on board." "Arrival." *Construction* of Bill of Lading to be reasonable. Consignee of port directing ship; †Gronstadt, **15**, 265. Delivery at Wharf. Lighters. Special agreement. Revoked. Damages. No costs; Izzo, **10**, 779. Discharge of Cargo. *Election*. Estoppel; McLaughlin, **8**, 447.

Fire: hose; Vis Major; Burden of proof; Paquette v. Lumber, **23**, 301; Charter-party excepting delay by "*frost*"; Ice; Trimming as customary; "Ready to discharge," not till *berth got*; Aalholm v. Iron Ore, **23**, 620; Lighters: Kainit; *False notice*; Diligence; Ship liable for discharge on dock without reasonable notice; *Addix v. Kainit, **23**, 727; Successive *blockades*; Customary *dispatch*; The Spartan, **25**, 44; Recoverable for consignee's neglect to *get berth* as customary; *Z. L. Adams, **26**, 655; None for *delay by grounding* without charterer's fault; Wall v. Lumber, **26**, 716; *Cesser of liability* clause; Note against *freight*; Hatton v. Belaunzaran, **26**, 780.

In *Charter*, includes *wharfage* and *watchman's fees*; *Raymond, **28**, 765; Dumont, **34**, 428; Charter not *competent evid.* agst. 3d persons; nor *Produce Ex. Reg.*; \$10 a day for bark of 740 tons; Dumont, **34**, 428. Ship looks to holder of *B/L*; Vendee disregarded; Nielson, **30**, 138. Clearance papers; Charterer liable for delay; Rumball, **34**, 665. *Delay* at intermediate port; Fall in market; Guilio, **34**, 909; in getting *selected* "*Culm*," Swan, **35**, 307. *Recoupment* of demurrage paid another ship; Petrie, **35**, 310.

If no contract, must prove *negligence*; *offset* by libellant's *unreasonable conduct*; Reilly, **40**, 605. Loading in five days *after ship ready*; "Reach of tackles" *waived*; Arreco, **36**, 606. "To load in turn, no demurrage," held liable for *wilful neglect*; Melloy, **37**, 377. *Discharging* "*per hour*," after lay days, each of the 24 counts; Pig Iron, **37**, 124; three "*idle days*" on *lumber*; agent-consignee is liable; *Gates, **37**, 154; Sutton, **45**, 507; Henle, **44**, 100. On *ice* cargo, fifty-seven days; Saugerties, **44**, 629. Nine days waiting for berth; †Pietro G., **38**, 148. "Fast as can deliver," must work *all hatches* offered, and

at wharf *adapted to the ship*; Usage 150 tons per day, not a defense; †Glenfinlas, **42**, 232. *Charter rates* not ev. as bet. 3d persons; Belgenland, **36**, 504; ‡Pietro G., **39**, 366; nor against *bona fide* endorsee of B/L, do.; *Lost* by unconditional delivery; Reilly, **40**, 605; Egan, **41**, 830; ten days through *unsafe wharf*; coal in cars; consignee and wharfinger; Sutton, **45**, 507. Arrest for *unpaid duties*, clearance revoked; charterers' "default"; delay sixty-seven days; Mahogany, **46**, 129. For *delay* in giving *security* on discharging *piles* in water; Dixie, **46**, 403.

Accepting *part*, no accord; B/L silent; long delay, \$484; McKeen, **49**, 253; none for *delay* through improper *blocking* of wharf by ship's stevedore; *Seagur, **55**, 324; discharge "as fast as can deliver," don't require a berth for *four hatches*; night work, substituted expense; delay of inspector; †Nether Holme, **50**, 434; *consignee's delay* in *finding berth*, paving stones, new B/L; construction by the *parties* adopted; Paving Co., **56**, 525; to unload "as soon as possible"; must use *both sides* of deft.'s *ship*; Egan, **61**, 527.

For lighter belonging to *seller* of cargo demurrage is at *seller's risk*, if no time is fixed for delivery; 70,000 feet of Lumber, **68**, 916. When caused through ship owner's *insufficient fittings* for asphalt cargo, no recovery; *Hine, **68**, 920; not allowed for *cleaning out* asphalt after owner *takes and uses* vessel; Dene, **103**, 983. *Warfare* at port of discharge excuses delay; neither in "default"; settlement by master; †Burrell, **65**, 104. Allowed after express *notice* and reasonable time; local and unreasonable *customs invalid*; *custom* to *exclude* demurrage in *brick* trade, not proved nor valid; 140,000 Brick, **78**, 149. Agreement to load "fast as vessel can stow and receive in suitable hours and weather" means suitable *where* the *vessel* is; not at a *distant* place where the lumber is; *receipt* in full under protest don't bar demurrage; *Durchman, **101**, 606. Not recoverable for consignee's *delay* on refusal to *accept unmerchantable* lumber, if master *knew* its character on shipment; but master is not held as an *expert*; †Whitman, **75**, 422.

LAYDAYS. Lumber, maritime exchange rules, "board measure"; seven-eighths *trimmed*, equals *one inch* by *usage*; on two places of delivery in bill of lading, consignee is entitled to one day's notice of each, Brown, **93**, 227. To begin discharge after "written notice of readiness to discharge"; notice of readiness is *false* if ship is not then at wharf and ready to discharge; ship delayed in towage; St. Bernard, **105**, 994. In So. Mexico, includes *Sundays*; Master should have permitted loading as *tendered*; Wilson, Mar. Reg., July 17, 1895. See *Charter, Dispatch*, p. 44.

DERELICTS. See *Salvage*, p. 129.

Destruction of when at sea; *dangerous*, not actionable; presumably *abandoned*; Mersey, **48**, 686.

DEVIATION.

See *Charter, Master, Salvage*.

From Kills into *bay*, proximate cause or loss; Willie, **40**, 689. *Passenger* carriage, delay in ; C. Margeaux, **37**, 157. To tow a vessel in distress; Thebaud, **35**, 620. A few hours *delay* in *sailing*, not; Mahogany, **46**, 129.

Caused by *poor condition* of tow, requiring *salvage* service; City of Haverhill, **66**, 159. None by charterer in using vessel *within charter limits* to collect *war news*; Ely, **110**, 563. Nor in a *practice-yacht's* going in to Harlem River for *cars*; Sutcliff, **110**, 560.

DINGLEY ACT.

Cure of seamen; Discharge; Extra Wages; W. L. White, **25**, 503.

DISCHARGE OF CARGO. See *Demurrage, Usage, Carrier*.

Rolling over in slip through inattention to *topheaviness* from ice aloft; Germanic, **107**, 294. Same, from *list* and *shifting* of cargo; Oneida, **108**, 886. Ship must *guy* slings on discharge of a lighter consigned *alongside*; Vincent, **108**, 428.

DUNNAGE.

Required around masts; *Aspasia, **79**, 91. See Linklater, **88**, 526.

DUTIES. See *Customs Duties*, p. 86.

ENLISTMENTS, IN ARMY, &c. See *Habeas Corpus*.

EQUITY SUITS. See *Creditor's Bill*, p. 23. *St. Limitation*, p. 133.

Agst. *infringement* of trade mark; *foreign decree* not binding here; Hohner, **50**, 369; *equitable*, unrecorded title to patent; federal question; Am. Co., **47**, 741, on decree, sell *free of liens*, and pay them from proceeds; Mead, **58**, 312; application for *decree* on bill and ans., only when cause on *calendar*; Campbell, **48**, 344; *Scott v. Devlin*, **89**, 970.

ESTOPPEL.

Requires *certainty, intent*, and legal prejudice; *Persiflage*, or *admission* in chance conversations insufficient. Borland, **27**, 131; Payment to agent on a paper receipt; †*Berwind v. Schultz*, **25**, 912; Agents' *claims* presented through charterer, but not *allowed*; The Irthington, **27**, 143.

None, as to mistake in *bottomry draft*; Serapis, **37**, 436. Consignee *directing* boat to unsafe dock; sewer damage; Harjes, **45**, 900. None against *true weight* on draft with B/L exceptions; McKay, **37**, 229. Against *lien* for salvage; charterer *credited* and failed; Cullen, **45**, 511.

None, agst. *limitation of liability*, by having given a larger *bond* to release from arrest; Rose C., **52**, 328; none upon *ship*, by *tally* receipt in B/L, as between shipper and vendee; Asphodel, **53**, 835; no claiming prior advance of freight, as against *hire* on *reshipment* in port of *distress*, when *silent* at the time; Grace, **62**, 607; on master, as to charterer's distribution of *cargo* as affecting *speed*, if *silent* at the time; †*Ceres*, **61**, 701; as to wharfinger's *title*; **Idlewild*, **59**, 628. In insurance, *agreed value* estops *both parties*; **Int. Nav. Co.*, **100**, 304; *St. Johns*, **101**, 469; *De Farconnet*, **110**, 405.

EVIDENCE. See *Carrier, Charter, Demurrage, Collision, Custom*.

Burden of proof changed by "quantity, &c., unknown." *Credit Lyonnais*, **19**, 126. *Excellenzen Sib.*, do., 536; *Rust, Vaderland*, **18**, 737.

Commission. Answers to be signed, or suppressed; Cary, **9**, 754. General Interrogatory. Answer stands, Excel Sib., **19**, 536. *Depositions* on former petition for discharge, same subject, admissible; *Brockway, **12**, 69.

Fault to be proved by fair preponderance; Hall, **14**, 408; Webster, **18**, 724; Wiman, **20**, 245; City of Chester, **18**, 603; †Saunders, **19**, 118. See COLLISION, Evidence Insufficient, p. 54.

Loss of, if voluntary, should exclude loose estimates; Vaderland, **18**, 737.

Commercial documents not strictly proved; †Boskenna Bay, **22**, 662; Parol, *varying* charter; allowed only on proof of fraud or mistake; Rawson v. Lyon, **23**, 107; *Best* required; Value of vessels; Stores, City of New York, **23**, 616; *Prior telegrams* admissible in construction; *Calabria, **24**, 607; In actions for penalties and forfeiture, proofs beyond reasonable doubt, not necessary; *Hawlowetz v. Kass., **25**, 765.

Burden of proof on ship to excuse rat damage; †Timor, **46**, 859; see B/L, *Negligence.* Parole, to change prior contract, discredited; City Alex., **40**, 697; of substituted voyage, not clear; Walsh, **42**, 862; ship's log "20 feet" v. Master's 16 or 20 fathoms; Snow, **39**, 324. *False*, either answer or master; *Nebo, **40**, 31. On shortage, tally required; Havermeyer, **42**, 511. *Production of documents*, see Practice; as to Value, see Auction Sale, p. 22.

Parole inadmissible to vary lease; *O'Rourke v. Peck, **29**, 223; or agreement releasing vessel; *Bolton, **30**, 717; Charter controls B/L; Chadwicke, **29**, 521; Thebaud, **35**, 620; *Experts* contradictory; broken shaft; *Rover, **33**, 515; *Seaworthiness*; leaky decks; *Melville, **31**, 486.

Parole not admissible to show a warrantry of engine power outside of written contract; †Electron, **56**, 304; explosion of refinery; negligence presumed till reasonable care shown; Davis Oil Co., **61**, 631; disputed draft; "about 20 ft."; negligent loss of written ev. akin to suppression; Emperor, **61**, 990; pilot's admissions, if not part of *res gestae*, inadmissible; Fanwood, **61**, 523; suspicion of denial of knowledge by party in interest; *Wells, **57**, 317; lib. testimony insuff., uncorroborated, and contradicted by 5 witnesses; Ravensdale, **63**, 624; as to weight of grain loaded, insuff.; Counsel's helping witness; *D. Burns, **52**, 159; **56**, 605. See Pleadings, p. 117.

Carriers, non-delivery of oil, long delay, in government custody, custom house reports not evidence; Seguranca, **68**, 1014. Confused and contradictory, as to bearings and time of stopping; Saginaw & P., **84**, 705. *Parole, not admitted* to limit an insurance against leakage, to leakage caused by sea perils; Indemnity, **88**, 315. Weight of sugar delivered; conflict; Custom H. weights preferred after long delay; Linklater, **88**, 526. *Violent landing* of tow disputed; *Victoria, **88**, 524. *Agent's testimony* as to defendant's admission of a debt for goods sold, not alone sufficient when denied, and no sale or delivery otherwise shown; caution as to confessions; Kaldenberg, **105**, 232. Superintendent's declaration, can't change the ship's duty to take goods directly from lighter as required by B/L; Vincent, **108**, 428. Ship's failure to preserve the best evidence, unfavorable; misfitting blind; *Phœnicia, **90**, 116; or pieces of broken rope to show its quality; Prince, W. I. mss. 1387. See Emperor, **61**, 990.

EXAGGERATION.—In protest; Recknagel, **13**, 912. As to damages; *Venus, **17**, 925; *Quaker City, **19**, 141.

EXCEPTIONS.

See *Bill L. Carriers, Charter*.

“Damage that can be *insured against*”; *Hadji, **16**, 861; Titania, **19**, 101. Effect of *small type in*; comments on; Crooks v. Allan, 5 Q. B. Div., 40.

EXCHANGE.

In charter party, “current rate” upon London is the rate on *sixty-day drafts*; old usage not superseded; *Macy, v. Perry, **91**, 671.

EXECUTION, *dormant* by inaction; *Ferguson, **95**, 429.

EXPLOSION.

In *refinery*, presumably *negligent*; Davis, **61**, 631. Of *detonaters* in ship's *hold* without ship's fault, causing sea-water damage through the hole, is a *sea peril*; †Booth, **64**, 878.

EXTRADITION. See *Removal, Habeas Corpus*.

Forgery; in England falsification of books or memoranda is not. *Semble*, is so in New York, at common law, as a fabrication of competent legal evidence. Blue slips denied; Tully, **20**, 812. *Naval service* includes *Marine Corps*. Minors over 18 may enlist without consent of guardians, §1117 does not apply; Doyle, **18**, 369. Chinese Immigration—restriction don't apply to sailors landing *temporarily*; Ah Kee, **22**, 519.

Warrant⁶ may state offense in *treaty terms*. Preliminary *mandate* not necessary, unless declared obligatory. Treaty with Spain; optional. §5270. Construction of Department followed. Malice and want of probable cause. Verdict directed. On telegram, to extradite. Probable date of offense within treaty; Castro, **16**, 93. Extradition to Switzerland. “Is charged,” enough. *Habeas Corpus*. *Prior charges* immaterial. Mistake in authentication of certificate. “Unter Schlagung” and “l'abus de confiance”; Roth, **15**, 506. Extradition to Great Britain. *Authentication*. “Similar proceedings.” Accused may have *witnesses*, not full trial. No right to get depositions from foreign country, nor an adjournment therefor. Act Aug. 2, 1882, does not extend beyond a *preliminary hearing*; *Wadge, **15**, 864. *Authentication*; Evidence of *Criminality*; Affidavits and certificates; Behrend, **22**, 699. *Complaint* to be from demanding Government; Ferrelle, **28**, 878; *Criminality*, *Proof* of “similar purposes”; certificate informal; proof under *foreign law*; McPhun, **30**, 57. On *acquittal*, no civil arrest till *after time to leave*; Reinitz, **39**, 204; from New Jersey, discharge upon Marshal's return of prisoners; Baruch, **41**, 472.

FALSE IMPRISONMENT. See Castro, **16**, 93.

FALSE REPRESENTATIONS.

See *Damages, Jurisdiction, Normannia*, **62**, 469.

See *Master, Personal Injuries*, p. 115.

Officers and seamen are, in *details of navigation*; Queen, **40**, 694; *not so*, as to safe condition of ship for work; *lumber falling*; Frank & W., **45**, 494; *platform*; *Nebo, **40**, 31. In *hoisting*, skid caught fast; Servia, **44**, 943. *Seamen* and *mate* not, in rigging a *triangle* for mast; Julia F., **49**, 277; *not as to derrick* and vangs supplied by ship to haul barge; †Persian, **49**, 669; *winchman* and workmen in hold are; Bolivia, **59**, 626; *hoisting boards*, improper *sling*; Ravensdale, **63**, 624; *pilot* or master of tug, and *fireman* are not, as to the details of *ordinary navigation*; †McCullough, **55**, 98; or appointment of pilot; †Kilien, **63**, 172.

Must be servants of a *common principal*; winchman and stevedore's man; see Carl, Mss. 1525; Biela, Mss. 1535. In causing injuries from falling bags *not tightly slung*; Kensington, **91**, 681. *Mate* of pilot boat, and seamen in *its yawl*, capsized; Carlson, **93**, 468. Stevedore's man hurt by *mate* who *slips* from a beam; Manhasset, **69**, 471. Workmen in the hold throw a *hatch beam* out, through the strain of a rope attached to a fall; d. Picqua, **97**, 649.

FIFTY-NINTH RULE. See *Collision*, p. 72; *Practice*, p. 120-121.

FILIBUSTERING EXPEDITION. See *Neutrality Laws*, p. 111.

FISHERMEN.

On a *lay*, not seamen within See. 4523; Oral agreement not avoidable; C. M. Kingsland, **25**, 856. *Lay* not known to seamen; *owner liable*; Russell, **46**, 200.

FLAG, LAW OF. See *Foreign Law*.

Duties at port of Delivery; *Blockade*; Spartan, **25**, 55.

FOREIGN LAW. See *Lex loci, Liens, Bill Lading*.

Applied to Carriers; *Regulus, **18**, 380; Titania, **19**, 103. To Collisions; State of Ala., **17**, 847. Does not require flash light, State of Ala., **17**, 847. Priorities of Liens; Velox, **21**, 479. Comity, *lex loci*. Attachments of Seamen's Wages. Accomplished Facts. Constitution. Art. 4, §1. City of New Bedford, **20**, 57. Brantford City **29**, 385.

MARITIME LIENS not determined by law of *foreign ship*; Law of Flag; Brantford City, **29**, 385; Scotia, **35**, 907, 916; Italian Code; Olga, **32**, 329; *General Average*; *Heye v. German Lloyd, **33**, 60; L'Amérique, **35**, 835; Bottomry and salvage, see Force, **35**, 767; †Miller, **35**, 779. American ship and B/L; exception of negligence *invalid*; Para, **44**, 689.

Governs exception of *negligence* as to damage done *within the foreign jurisdiction*; Comp. Gen. Trans., **59**, 789; *not elsewhere*; "adopting law of *England*"; *invalid here*; *Average* against cargo allowed; *Energia, **56**, 124; **61**, 222; *Guildhall, **58**, 796.

Stipulation to be governed by, in *B/L* or passenger's *ticket*, is *invalid* here as respects damages by *negligence*, here or on the high seas; *Etona, **64**, 880; *Knott, **76**, 582; †Kensington, **88**, 331; 183 U. S. 263. See *Comp. v. Brauer*, 168 U. S. 104.

Porto Rican voyages not foreign under Act of Ap. 12, 1900; *pilotage* not required; *Huss, **105**, 74. *Jurisdiction* of foreign seamen's claims declined; Heathraig, **108**, 419. Harter Act is applicable to; *Sylvia, **64**, 607; *Knott, **76**, 582; *British King, **89**, 472; also § 1 and § 2 of Harter Act as regards loading and carrying cargo, and B/L; †Frey, **92**, 667.

FORFEITURES. See *Penalties*, p. 113.

FORGERY.

Innocent collecting agent not liable for amount collected on the *forged endorsement* of pension draft, after payment to principal *without notice*; Am. Ex. Bk., **70**, 222.

FOUNDERING.

Vessel *top-heavy* and *mismanaged* in a storm; cargo shifts; Colima, **82**, 665. Ice boat; *bottom drops out* on subsequent trip after damage at dock by heavy swells; *New York, **40**, 900.

FREIGHT. See Bill L., *Carriers, Charter*.

Pro rata allowed, when voyage interrupted by fire, and owners take proceeds of goods saved; British Co., **55**, 82; on transshipment in port of *distress*, preferred to prior *bottomry*; Grace, **62**, 607. Allow *pro rata*, on *stranding*, and carriage to final port of delivery; Taurus, **63**, 137. *Hypothecated* by giving a *general lien* on all freights of the *line*; letters of credit; *Kate, **63**, 707; *Vigilancia, **63**, 733.

GARNISHMENT. See *Practice*, p. 119, 121.

GENERAL AVERAGE. See *Carriers, Bottomry, Stranding, Marine Ins.*

BAGGAGE of passengers pays, and is paid for; Fire, Water damage; Sacrifice; Duty to take average bond; *Heye, **33**, 60; Necessary *repairs* from a general average cause; rests on safety of *property* not of the *voyage*; Queen, **28**, 761; L'Amerique, **35**, 835; On *stranding*; costs of necessary *discharge* are gen. av.; of *floating* the ship, not so; common interest; separation; L'Amerique, **35**, 835. See Adele, **24**, 809.

Giving bond don't admit *liability*; *Nicanor, **40**, 361; Thebaud, **42**, 794; *Shoe, **46**, 125. For *negligence* no average. *Fire*; *Scuttling* by port authorities as quasi master, damage by water and jute *swelling*; †Ralli, **37**, 888. Negligent anchorage; voluntary *stranding* not beneficial; Snow, **39**, 334; do. *Shoe, **46**, 125. *Voluntary payment* with knowledge, no recovery back on suit *in rem.*; *Nicanor, **40**, 361. After salvage, *substituted* destination controls values; China, **39**, 879. York-Antwerp Rule 5, foundering, *voluntary stranding*, unloading, no danger; an *adjustment* is evidence on agent's approval; Earnmoor, **44**, 374. Vol. *stranding in extremis*, no benefit; York Ant. Rule 5; *Shoe, **46**, 125. On cargo under *foreign* adjustment, recoverable as *collision damage here*; *Energia, **61**, 222; made according to law of the forum; †Miller, **59**, 621.

None for *port of refuge expenses* arising from ship's *insufficient fittings for asphalt cargo*; *Hine, **68**, 920. For *cargo jettisoned*, the *lien* on the ship is for her *proportion* only; none for moneys paid on an *average bond*; nine months delay not *laches*; mortgagee postponed; *Com. v. *Allianca*, **64**, 871. *Port of refuge expenses*; insufficient coal supply; ship charged with the cost of getting the usual coal, and for putting into Norfolk; gen. avg. for four fifths of cargo consumed; unseaworthiness no defense when it is not the cause of the loss; *Hurlburt, **76**, 587. *Gross freight* allowed for *jettisoned goods*; †Crystal, **82**, 472; and provable by *consignee*, when he pays on the whole *intake quantity*; *Chrystie, **95**, 837. Under Harter Act, *absolving* the owner for a *negligent stranding*, entitles him to a *gen. avg.* claim for expenses of salvage; †Chrystal (Irrawady), **82**, 472.

FIRE.—In *hold*, damage to tobacco by steam and smoke *forced aft*, not recoverable; scuttling ship; prior removal of goods; continuous acts of sacrifice; no separation of interests; insurers liable *for all*; *Reliance Mar., **70**, 262.

SACRIFICE.—*Flooding the next compartment* in order to find the leak in fore peak, is sufficient to support *gen. avg.*; Wordsworth, **88**, 313. Damage from a violent break-down of a repaired crank-shaft, is not *gen. avg.*; the act of repair not being intended as a *sacrifice*; nor was the *use* before the break-down *abnormal*; *Schiedam, **70**, 251.

STRANDING.—Skirting Nevis Island by owner's direction, with lack of *sufficient chart*, is *negligence preventing gen. avg.*; Trinidad, **88**, 528. Ship barred by her *negligence*; flooding; *distribution* in proceedings to *limit liability* taken into account; ‡Pacific M., **69**, 414; **74**, 250.

Apparent danger; fore peak filled with water; sluices opened for examination, damaging flour; Wordsworth, **88**, 313. Reasonable *apprehension of danger* sufficient to justify a *gen. avg. sacrifice*; Oneida, **108**, 888; note.

GROUNDING IN SLIP. See *Wharves, Piers and Slips*.

HABEAS CORPUS. See *Extradition, Immigration*.

Chinese *seaman* may land; Ah Kee, **22**, 519; Commissioners to decide on facts; Court, on jurisdiction; *In re Day*, **27**, 678. *Immigrants* discharged, no proper report; Bracmadfar, **37**, 774; *Contract laborers*; no relief if proceed *regular*; mistaken affidavits, Deitze, **40**, 324; same, Secretary of Treasury may appoint other officers, Act 1887: Vito R., **43**, 62. *Immigrants*: Commissioners of Emigration; Authority; Passage paid by foreign Government; Report of *facts*; Further examination allowed; O'Sullivan, **31**, 447. *Contract laborers* arrested and *returned* by order of Sec. Treasury after landing, Act 1888; ratification of Supt's prior acts, valid; writ *dismissed*; Re Liferi, **52**, 293.

Enlistment by *minor* without consent, discharged; Falconer, **91**, 649. *Italians*, resident here, on *return from a visit* to Italy may be *excluded* as paupers; but not so their children *born here*, who are *citizens*; of them the Commissioner has no jurisdiction; nor has the Court jurisdiction to review the *Secretary's decision* where he has jurisdiction; Giovanna, **93**, 659. *Consul* held for extradition to Massachusetts for embezzlement, without bail; *Iasigi, **79**, 751, 755.

Chinese *seamen* are not "Chinese laborers"; Jam., 101, 989. A bankrupt imprisoned on *execution* against the person *before* petition filed in bankruptcy, not discharged; Claihorne, 109, 74.

HARTER ACT. See *Unseaworthiness*.

The Act applies to all vessels *foreign* and domestic; negligent *stranding* of British vessel at Para; *Etona, 64, 880; it does *not extend* to damages to passengers' *baggage*, nor to claims for *personal injuries*, or *death*; Colima, 82, 665; *Moses, 88, 329; *Rosedale, 88, 324; †Kensington, 88, 321; nor on Mutual fault in collision causes, does it *increase* the *prior* liability of either vessel for damage to the *other's cargo*; *Niagara, 77, 329; Viola, 59, 632; S. C., 60, 297; Depew, 59, 793.

NOT EXEMPTED.—Sect. 3 requires, as a condition of any exemption, that the owners and *their agents* shall have used due diligence, *in fact*, to make the ship seaworthy, *i. e.*, fit for her cargo and the voyage on sailing; for *negligence* in this regard, ship *held*; *Peters, 68, 919; Flamborough, 69, 470; Colima, 82, 665; Bohannon, 64, 883; Manitoba, 104, 145. Damages arising from any discoverable or avoidable *defects* in the ship or her condition, are not within § 3; hence the *duty* of complete *inspection* and to apply the *best tests* of sufficiency; for failure in this regard, ship held for a *hole* in *plate* rusted by *sugor acid*; *Alvena, 74, 252; for a *misfitting port-blind*; *Phœnicia, 90, 116; a *worn* and *rusted hole* in a valve-chest; *Friesland, 104, 99; for *freezing* of a *service-pipe*, while loading; Catania, 107, 152; for *top-heavy loading* of a tender ship; Colima, 82, 665; for *insufficient ballast* for a light cargo of *case-oil*; Whiteburn, 89, 526; for insufficient *fittings* for an *asphalt cargo*; *Hine, 68, 920; for *weakness* of the ship for an asphalt cargo; Dene, 103, 983; for *overloading* a *stanchion*, the others not being *in place*; Kate, 91, 679; for *inattention* to changes in the *trim* of the ship at a port of call; *Knott, 76, 582; inattention to the *top-heavy condition* of the ship from *ice aloft* while unloading; Germanic, 107, 294; or to a dangerous *list* while *coaling* in a port of distress; Oneida, 108, 886; damage from an open cargo-port through insufficient *watch* of the *ports* while loading, and stowage under an *open port*. Cases reviewed; Manitoba, 104, 145. See Farr, 181 U. S. 218.

Sections 1 and 2 forbid *contract exemptions* from liability for *negligent stowage*, care, and delivery; *damage* from *such negligence* is not within §3; Section one applies to *stowage* or *loading* under unfit conditions; as under an *open port*; Manitoba, 104, 145; to stowing sugar in a dangerous situation, dependent on the *trim* of the ship; *Knott, 76, 582; to all *bad loading*, and to *overcarriage* beyond *destination*; †Calderon, 64, 874; †Frey, 02, 667.

EXEMPT BY § 3: All damages arising from errors or faults of *Navigation* or *Management* of the vessel, *provided* the ship on sailing was seaworthy, or due diligence was used to make her so; the "management" referred to is management with reference to the *ship*; not the care or handling of the *cargo*; as to the latter, §1 controls; *Knott, 76, 582. *Repairs* done according to the master's best judgment in a *port of distress* are "management"; if insufficient, ship not liable; Gaudaloupe, 92, 670. Damage from an *accessible* port left open for light, and *negligently* omitted to be *closed* in storm are exempted; *Sylvia, 64, 607;

Negligent omission to open *Sluiceways* in heavy weather; *Sandfield, **79**, 371; neglect of the *pumps* for ten hours after notice of *unusual leaks*; *British King, **89**, 872; Neglect of pumps after *rivets broken* in ballast tank; *Ontario, **106**, 324; Mismanagement of water-ballast pipe-line on the voyage; *Mexican Prince, **82**, 484.

By diminishing a *salvor's liability to cargo for deviation* in undertaking a salvage service, the Act justifies *smaller salvage awards* in such cases; *Florence, **65**, 248. By relieving owner from *liability for a negligent stranding*, it entitles him to *general average* for his expenses for the common rescue; †Chrystal (Irrawady), **82**, 472.

ICE. See *Collision*, p. 59; *Tug & Tow*, p. 136.

In blizzard, carried *adrift*; *inev. acc.*, Transf. **2**; 56, 313; towage, at night; Rambler, **66**, 355; Reba, **22**, 546; †Young Am., **26**, 174.

IMMIGRATION. See *Habeas Corpus*; *Criminal Law*.

Paupers of industrial school; landing stopped; Bonds; Commissioners may *reconsider* their decision; Day, **27**, 678. Bond not to be a public charge; covers later *insanity*; Lipkis, **56**, 427.

No *jurisdiction* to review a decision of the Commissioners and Secretary of the Treasury excluding alien Italian residents as *paupers* on returning from a *visit* to Italy; contra, as respects their *children* previously *born here*; Giovanna, **93**, 659.

INFORMER.

Can't petition in bankruptcy against the United States when no fund; has no vested *interest*; Court of Claims; Jayne, **28**, 419.

INJUNCTION—TRADE MARK. See *Res Adjudicata*, *Bankruptcy*, p. 31.

To restrain contempt by interfering with the Court's possession of *its rooms*; Lyman, **55**, 29.

INSURANCE. See *Marine Ins.*, *Gen. Average*.

Subrogation; Negligence; Carriers; The "Assured"; "Scalper"; "Insurable interest"; "Whom it may concern"; General policy; Certificate; *Sidney, **23**, 88; Payment *into court* allowed when two opposing claims were made to the amount payable; Etna, v. U. S., **25**, 231.

INTEREST.

Ceases after consent to apply a *tender* deposited, Califano, **51**, 300. See *Damages*, pp. 36, 51, 87.

INTERNAL REVENUE.

Taxation, Act 1864, §121. *Embezzlements* deducted; †Central Nat. Bank, **10**, 612, 816; if demurrer overruled, *issue* stands for trial. Practice; Leverich, **9**, 481. *Legacy Tax*. Act of 1864, §124. Giver must have died *possessed*; Leverich, **9**, 586. *Succession tax*. Deed by father to son as *advancement*; Banks, **17**, 322.

See *Consuls, Foreign Law, Res Ad., Blockade.*

Piracy; Recognition of belligerency; Effect of; Blockade by unrecognized insurgents; Implied recognition by State Department; Ambrose Light, **25**, 408.

INTERVENTION FORCED. See *Practice, 59th Rule*, p. 120.

JETTISON. See *Gen. Avg., Harter Act.*

Of cattle in storm, not justified by the circumstances; *Hugo, **57**, 403. Lien for, see *Allianca, **64**, 871. Of goods worthless, hanging at ship's side; Adele Thackera, **24**, 809.

JUDGMENT.

In rem for value, binds all; forbids new suit *in personam*; †Sundberg, **43**, 81; **44**, 807; In *Limit. Liability*, don't affect liens of prior voyages; Gokey, **44**, 364, Grant, **45**, 642.

JURISDICTION. See *Lien, Foreign Law, Consul, Mar. Tort, Practice.*

None against former managing owner; Mulford, **18**, 455. Or to enforce trusts; Wenberg, **15**, 285. Surplus, do.

None *in rem*, for price of goods sold by carrier; New Hampshire, **21**, 924. State boundary, N. J.; Low-water mark; Supplies; Mary McCabe, **22**, 750; Equitable title not sufficient for possessory actions; G. Reusens, **23**, 403; Of special tribunals, examined collaterally; Excess of power; Appraiser; Examination of witnesses; U. S. v. Dougherty, **27**, 730.

Of SOUTHERN DISTRICT of New York; determined by *State agreement* of 1833; to low water mark on west shore; Norma, **32**, 411; Not affected by Act of 1875; Attachment against *Consul's partner*; Froment, **30**, 385; Corporation, "found," where managing agent is; Sweat, **31**, 294; Plea not waived by plea of merits, **32**, 214. Declined as to Florida transactions when only "limited" agent served; Neptune, **37**, 159. Entertained on foreign marine policy; contrary stipulation void; Slocum, **42**, 235. See The Thames, **10**, 848; Monte A., **12**, 331.

Of *Cir. Ct.*, district of *plff.'s residence v.* foreign corporation; Old Dom., **48**, 1; in admiralty, of damages on contract for maritime supplies; †Electron, **48**, 680; none on preliminary contract to procure insurance, i. e., B/L stamped "insured"; Marquardt, **53**, 603; of death claim in personam; state legislation may create new subjects of; *McCullough, **55**, 98; none, to reform policy, or for false representations in procuring it; Williams, **56**, 159; damages *in rem* for abandoning time charter; Rosenthal, **57**, 254; none for damage to brandy during land transit abroad, unless within maritime B/L; Comp. Gen. Trans., **59**, 789; against voluntary assignee, in possession of ship; Roy, **59**, 784; public floating bath is a vessel liable to salvage; Bath, **13**, **61**, 692; of mortgagee's petition to surplus, as against receiver; *Advance, **63**, 704; of hypothecations of freights to secure letters of credit; *Kate, **63**, 707.

Admiralty Courts have jurisdiction of a maritime cause wherever it arises, if process can be served within the territorial jurisdiction of the Court, or if a general appearance be entered therein; Stern, **110**, 996. Appearance to ex-

cept, does not confer jurisdiction; service on agent or officer of corporation is good if the corporation had property or did business within the District; Reilly, **109**, 349. Of an *hypothecation* of *freights* to secure letters of credit; *Kate, **63**, 707. Of all petitions for *surplus* in the registry after the sale of the vessel; *Advance, **63**, 704. Of claims for services and advances of *shipping agent* in procuring *seamen* and *board*, at the master's request; Haveron, **88**, 301. Of *death claims* under State statute, for *death* by negligence within a league of the shore; the line, how drawn from Sandy Hook; extension of, *quere*; Carlson, **93**, 228. To determine the rights of an *insurer* by *subrogation*, where the *fund* is in Court; St. Johns, **101**, 469. Of claims for passengers' *lost baggage* deposited at the dock prior to the purchase of a ticket; †Priscilla, **106**, 739. Jurisdiction *declined* on quarrelsome seamen's claim for *wages* and for short *allowance* as against a *British* vessel and her *food scale*, after investigation by the British Consul; Heathcraig, **108**, 419.

LACHES. See *Liens*, p. 103; *Practicc*, p. 118; *Marine Ins.*, p. 107.

LAW OF FLAG. See *Foreign Law*, p. 94.

Not controlling on contracts made *elsewhere*, as to B/L; nor as to *liens here* for *supplies*, or *stevedores*; Brantford City, **29**, 373; Scotia, **35**, 907, 916; Governs claims of *ship's own company*; †Pendergast, **29**, 128.

LAYDAYS. See *Charter*, p. 42; *Demurrage*, p. 90.

LEAVE TO SUE.

Unnecessary, to enforce lien against *assignee*; Roy, **59**, 784.

LEX LOCI.

Freight computed by law of *place of delivery*; Serapis, **37**, 439; exception of negligence in *stowage*, by law of flag and *place* of loading; *Trinacria, **42**, 863; Dan, **40**, 691. As to *attachment* of seamen's *wages* elsewhere; City of New Bedford, **20**, 57.

LIBEL.

One libel don't justify another; mitigation; Battell, **30**, 229. In *Dist. of Col.* is not an *offense* agst. the U. S.; Dana, **68**, 886.

LIEN.

See *Repairs, Seamen, Jurisdiction, Wharfage, Lim. Liability.*

Of *judgment on lands*; arises from State laws. Marked secured on appeal, Sturgis, **14**, 810.

For *Freight*, from time of lading; *Blowers, **19**, 444.

Owner's, on *earnings* in other part owner's hands; Mulford, **18**, 455.

Of *attorcncys* on *judgment*, & on *papers* retained; Wilson, **12**, 235.

Petitory suits. Equitable titles not enforceable, nor trusts. Preliminary contracts not maritime. Employment to get "*concession*" to remove guano.

Dismissed on motion; Cargo Min. Phosphates, **15**, 285. Ship's *husband* has no lien ordinarily; but may have when his agency is for his further security as *mortgagee*. *Subrogation* to liens paid off; for *commissions*; J. C. Williams, **15**, 558.

Breach of Charter Party. No lien if *executory* only. Remedy *in personam*. No personal judgment, if libel *in rem* dismissed. Appearance limited; Joinder *in rem* and *in personam* on charter parties. Rule 46. *Amendment* allowable by inserting *personal demand* and *new citation*. Old practice. Costs denied. *Delay* in excepting to libel; Monte A., **12**, 331.

No lien for *broker* getting a charter party. Costs; Thames, **10**, 848.

Shipwright's lien in possession. May intervene or claim. What amounts to waiver. Binds assenting owners. Enforced. Act May 8, 1860. Part owners and ship's husband. Authority; The Two Marys, **10**, 816, 919; **12**, 152; **16**, 697.

Proceeds of vessel sold; equitably liable *pro rata* for other prior liens. Withholding claim till part of shares is drawn out equals release of that part and discharges lien *pro tanto*. Costs ordinarily paid from vessel, though owners or other lienors get less, but may be charged on stipulators if suit unreasonable; Wright, **16**, 482.

When not lost through *lashes*; Martino Cliento, **22**, 859; *Columbia, **27**, 704; *Agents to solicit* freight have no lien; Crystal Stream, **25**, 575.

Lien of ship's *company*, follows *law of the flag*; †Pendergast, **29**, 128; Olga, **32**, 329; For *supplies*, depends on *lex loci* and *lex fori*; *comity*; *Lien for supplies here upheld against law of the flag*; Scotia, **35**, 907, 916; *Stevedore* do.; Scotia, **35**, 907, 916; Runs against *chartered* ship, for *seamen*; International, **30**, 375; and charterer's *stevedore*; bad *stowage*; *Keystone, **31**, 412; Not acquired while ship is in *custody*; *secus*, on *formal arrest* only; Baylis, **25**, 862; Young America, **30**, 789; *See Marshalling, Foreign Law*; *Master's Lien* postponed to debts that he owes; Olga, **32**, 329; *Divested by Sale*; *wreck*; master's judgment upheld; *Raleigh, **32**, 633; *Freight* is a lien, on *delivery* to *warehouse* with *speedy notice*; Guilio, **34**, 909; *Postponed* for *lashes* of one year; nine months not *lashes*; Carver, **35**, 665. No lien for supplying *machinery* to a vessel not completely built; Paradox, **61**, 860

Damage, breach of charter on vessel "to be built"; Baracoa, **44**, 102. *Freight and demurrage* lost by unconditional delay; Reilly, **40**, 605; Eagan, **41**, 830; Goods not on board, no lien; *Crenshaw, **37**, 432. *Pilot*, so *shipped*, has lien, though doing master's duties; *Atlas, **42**, 793. *Repairs, personal credit* intended; note; delay; contract in New York, delivery in New Jersey; Farrell, **36**, 500. Liens assigned; Baxter, **37**, 219. Vessel held *foreign*, license and owners being foreign save one, unknown in the State; Garrett, **44**, 379; *Salvage*, gives lien on *domestic* ships; Chapman, **38**, 671; nor if known to be on *charterer's account*; *Stroma, **41**, 599.

Towage credit given *charterer* till failure; estopped; Cullen, **45**, 511. *Wages* of laborers on brick barges; Walsh, **36**, 607; *Stevedores* (*see Mich.*, 25 Q. B., Div. 339); Captain's *lay* don't defeat; Russell, **46**, 200. Erroneous credit of payment disregarded; Lotta, **65**, 319.

ADVANCES.—By ship's *agents*, for *insurance* or for ship's *disbursements* at com-

pany's request, no lien legal or equitable, practice in railway *receiverships* not applicable; *Allianca, **64**, 245; **74**, 256; nor though advances are made to prevent a *threatened arrest* of the ship. May Morn, 2 Mar. Reg. 465.

AGREEMENT FOR LIEN.—By owner valid, for *prior towage* services, on release of 3d party; Erastina, **50**, 126; valid, though more *extended* than *implied* by law, covering *all freights* of the line, and in favor of owner Co.'s *Vice-Pres.*, but subordinate to *specific lien* for necessities; and not good for *future damages*; letters of credit; *Kate, **63**, 720. Agreement for "*further security*" in letters of credit, gives no *maritime* or *equitable* lien on the *vessels*; *Advance, **63**, 726; **74**, 256; **65**, 245.

CARRIER'S.—None *v.* vessel for goods not loaded; Miller, **53**, 136. Asphodel do, 835. Lien on *all freights* given by bills of lading in regular course of dealing, extends to goods on a *subsequent voyage* for *prior freights*; agent's *draft*, if unpaid, does not release *shipper*; †Atlas, **102**, 358, Mss. 1688.

CHARTERED VESSEL.—No lien against, for supplies, if not *necessary* to *complete the voyage*; Wm. Cook, **12**, 919; nor if contrary to *known charter*; Aeronaut, **36**, 497; same under *State Stat.*; coal; *Kate, **56**, 614; nor if known to be on *Charterer's* account; *Stroma, **41**, 599. See Valencia, 165 U. S. 264. When *captain* is present, *credit* of the *ship* for supplies is *presumed*; Dunois, **76**, 586. No lien for *towage* after *knowledge* of *charter*; Tillie, **84**, 684; Tryon, **93**, 220; see Valencia, 165 U. S. 264. Where *Supt.* of *chartered* vessel said his Co. *owned the boat*, and that work should be done on *vessel's credit*, lien upheld; same where the circumstances *import* a *credit* of the vessel, and the charter was *not known*; *Farwell, **103**, 882, Mss. 1648.

CREDIT OF SHIP.—*Necessary*; *Advance, **60**, 766; **63**, 142; not *presumed* on dealing with *owner*, or with charterer as owner *pro hac vice*; *disprovd.*, on supplies to *charterers*; Curlew, **54**, 899; *disproved*, by *one price* for wharfage and other *non-lien subjects*; *Advance, **60**, 766; by *contract*, for lien on *freights* of *whole line*; *Kate, **63**, 707; *Vigilancia, **63**, 733; on *ship's credit*, though dealing with *Vice-Pres.* of Co. *owner*; *Havana, **54**, 201; *Kate, **63**, 720; same *Vigilancia, **63**, 733; **65**, 245; *presumed* when ordered by *agent* in the master's presence, though on a *false statement* not corrected by the master; Dunois **76**, 586; not the *sole credit*, on employment of *salvage* services by insurers; Merritt, **68**, 932. Not sustained, where a *prospective* charterer was to fit the vessel at his *own expense* and receive a charter on *completion* and lienor was *informed* that he could not hold ship, repairs not being ever completed and no charter given; claim filed under State law bad for *lack of the particulars* required; *Whiting, **99**, 445; same *Emslie **98**, 716.

DAMAGES.—No lien for refusing to *load a stolen* vessel; merely *going* to destination, is not *part performance*; Conrad, **57**, 256; for false *representations* of no steerage, *after ticket* bought; lien doubtful; Normannia, **62**, 469; for *owner's abandoning* a time charter; Rosenthal, **57**, 254; none on freights for *future loss*, *after owner's withdrawal*; *Kate **63**, 707.

Contract liens for *work & supplies* by the *general marine law* outrank

liens for *torts*, such as damages by collision, or stranding; Young America, **30**, 792; Carver, **35**, 665; See McCullough, **55**, 111.

EQUITABLE: If not *maritime*, no equitable lien for advances exists superior to a later *mortgage*; *Allianca, **65**, 245; **74**, 256; none for an execution on a *judgment* for repairs in a home port, no claim of lien having been filed, nor credit of the ship; *Allianca, **70**, 248; none as against mortgagee from mere *delay* to foreclose, nor from owner's *false representation* of solvency; *Seguranca, **70**, 258; **74**, 256.

ON FREIGHTS.—Last carrier's lien, on *transshipment* in port of distress, preferred to prior bottomry; Grace **62**, 607; General lien on *line*, by agreement of hypothecation, on *letters of credit*; none for *future* damage; *Kate, **63**, 707.

HOME PORT: Determined by *residence* of the equitable owner *in possession*; Algonquin, **88**, 318.

IN SOLIDO.—Agst. *two vessels*, for breach of owner's contract for the season; Rosenthal, **57**, 254; agst. *all freights* of the *line*; letters of credit; *Kate, **63**, 707.

INSURANCE.—See *Marine Insurance*, p. 107. No *statutory* lien for premium paid by *English* agents, nor for *advances* by *home* agents to repay that *old debt*; *Allianca, **61**, 507. *Premiums* not an equitable lien on *vessel*, or on *surplus*, as against *mortgagee*; *Allianca, **61**, 507; **65**, 245; *Seguranca, **70**, 258. *Insurers* of cargo *jettisoned* have no lien on the *ship*, for money collected by her owner on an *average bond*; *Allianca, **64**, 871.

LACHES.—Lien lost by *laches*; *cases reviewed*; Bristol, **11**, 156; lost after 6 months' opportunity to enforce it as agst. *bona fide* purchaser; Lyndhurst, **48**, 839. See Martino, **22**, 859; Carver, **35**, 665; Riley, **40**, 605; Delay of *seven months* avoids lien as against *bona fide vendee*; Algonquin, **88**, 318. So, a delay of *four months* till sale $1\frac{1}{2}$ years thereafter; *Parker, **84**, 832; *Mem.*; *Nine months* are not laches as against a prior *mortgagee*; *Allianca, **64**, 871.

MACHINERY.—For a launched vessel *building*; no lien; Paradox, **61**, 860.

PERSONAL CREDIT.—Presumed to be *exclusive*, on dealings for *supplies* wholly with the *owner*, or owner *pro hac vice*; Francis, **21**, 715, 921; Wm. Cook, **12**, 919; Curlew, **54**, 899; Hard, **63**, 142; for fees on *Custom H. entries*; Chilian, **58**, 697; but owner's *agreement* giving lien, specific, or *general*, is valid. See *Agreement, supra*, p. 102.

Presumed on a contract of *towage* for the season; Tyron, **93**, 220; same, for *advances* by the ship's *agents* or *bankers*; Advance, **63**, 142; *Allianca, **65**, 245; May Morn. 2 Mar. Reg., 465; same, on owner's *hire* of a *tug* to search for his missing vessel; no claim until after *personal failure*; Soule, **95**, 483. Otherwise, in supplying a *yacht* on the order of a *stranger*; *Gracie M., **72**, 283, *Mem.*

PILOT.—Winter pilotage, Act 1883-4, fees by $\frac{1}{2}$ foot; France, **50**, 125.

Has no lien or claim for pilotage *refused*, since act of 1900, on vessels plying between New York and Porto Rico; not *foreign*; *Huss, **105**, 74.

PRIORITY AND RANK.—Liens for *work* and *supplies* are grouped by the *voyage* in ocean navigation; on the *Lakes*, by the *season*; followed and marshalled in

Tucker, **20**, 129; Grapeshot, **22**, 123; Arctic, **22**, 126; grouping by the season found *impracticable* in New York and periods of *40 days* adopted, as most analogous to the *voyage*; Gratitude, **42**, 299; since followed in this District. Of *damage* claims. See *Damages*, p. 102-3.

Specific liens prior to a *general* lien by contract; supplies, charter hire, mortgage; *Kate, **63**, 707. Claim on *execution* for a bill for *repairs* against *surplus*, inferior to prior mortgage; personal credit, no equitable lien; *Hutson v. Allianca, **70**, 248. *Mortgage* inferior to cargo's lien for *jettison*; *Allianca, **64**, 871; but *superior* to claims for *advances* for premiums or for ship's disbursements; *Allianca, **65**, 245; **74**, 256. See Lyndhurst, **48**, 839.

Supplies, superior to a later *mortgage* security for *old debt*; Easton, **49**, 656; *charterer's* lien for *hire*, superior to that for *supplies*, with knowledge of charter; *all* superior to lien of a prior *mortgagee* not in possession; Vanderbilt, **19**, 219; *Kate, **63**, 707; *do.*, to later mortgage; Easton, **49**, 656; on *re-shipment* in port of *distress*, last carrier's lien preferred over *prior bottomry* of freights; Grace, **62**, 607. See *ante*. Under Dutch law. See Velox, **21**, 479.

REPAIRS AND SUPPLIES.—See p. 125, *Priority*, p. 103. Lien not lost by taking *notes*; superior to later *mortgages*; Easton, **49**, 656; Barges 2 and 4, **58**, 425; under N. J. Statute; †Electron, **56**, 304; N. J. Co., foreign maritime liens, dealing with Vice Pres., acting *agent*, and *apparent master*; *advertising*; *Havana, **54**, 201; See *Kate, **63**, 707; *personal* credit of charterers in Baltimore; Curlew, **54**, 899; application of *payments* on notes *chronologically*; Barges 2 and 4, **58**, 425; butter, *bought* in Jersey City, *delivered* to vessel in N. Y. by truckmen in home port; no lien; *place of vessel* is the test; Vigilancia, **58**, 698; engine for new hull launched is a part of "*building*"; not *maritime*, no lien; Paradox, **61**, 860; state law don't relate to *foreign* ships, nor change the admiralty rules as to laches, bona-fide purchasers and priorities; *state power*; Lyndhurst, **48**, 839. See *Kate, **63**, 707.

Residence of the *equitable owner* in *possession* determines *home port*; no lien arises for supplies ordered by owner there; delay of seven months in *laches* against bona fide vendee; Algonquin, **88**, 318. *Procuring seamen* for ship gives *lien*; *Haveron, **88**, 301. Authority to get *supplies* for yacht, *limited*; Hansen, *Mss.*, 1788. See *Chartered Vessel*, p. 102, and *Credit of Ship*, p. 102.

SEAMEN'S WAGES.—*Extra wages* have *lien*, §4537, on *discharge* before voyage begins; St. Paul, **77**, 998. *Lien* of the ship's *company*, governed by the *law of the flag*, i. e., their *own ship*; †Pendergast, **29**, 128; Olga, **32**, 329; Dutch law, *distribution*; Velox, **21**, 479. See *Seamen*, p. 130.

SHIP'S AGENTS.—*Presumably* deal with owner on his *personal credit*, and have no *lien* for services or for *advances*, though made to prevent a *threatened arrest* of the vessel; May Morn, 2 Mar. Reg. 465; *Advance, **63**, 142; *Allianca, **65**, 245; *Raleigh, **32**, 623.

STATUTORY LIEN.—*Equals* maritime; Carver, **35**, 665; when *filing unnecessary*; Niagara, **31**, 163; not *authorized* after *sale* by owner; Sea Witch, **34**, 654. Statute as to *insurance* construed; *Allianca, **61**, 507; *specifications* to be filed; Allianca, **56**, 669. "*Particulars*" of claim filed *insufficiently*

stated; *Whiting, **99**, 445; *Emslie, **98**, 716; filed *too late for a part*; Books altered; Lurline, **157**, 398. In *limited liability* proceedings all claims are *Statutory liens*; subrogation of insurers is *subordinate*; Catskill, **95**, 700.

STEVEDORES AND WATCHMEN.—Have lien in *home port* for their own *wages*; but a *contractor* furnishing them has none; Seguranca, **58**, 908. On *foreign vessels*; H. M. Bain, **20**, 389; Scotia, **35**, 907, 946; *Keystone, **31**, 412.

SUBROGATION.—None, through supply of moneys to ship's *agent*, or where negated by the negotiations; Hard, **63**, 142; *Allianca, **63**, 726; of insurers *v.* negligent master; Dexter, **52**, 152. Of insurers, to lien for *jettison*, *Allianca, **64**, 871; to *damage claim* agst. vessel in collision, is *subordinate* to the claim on the fund, in proceedings to limit liability; Catskill, **95**, 700.

SURPLUS.—*Distribution* of, after judicial sale, to *owner*, or any person establishing a *legal* or *equitable lien* thereon, *Advance, **63**, 704; Mulford, **18**, 455; Wright, **16**, 482.

TORTS.—Liens for *pure torts* are of modern origin; McCullough, **55**, 111.

TOWAGE.—A *lien*, unless exclusive personal credit proved; Erastina, **50**, 126; Tucker, **20**, 129. No lien for, against a *chartered scow*, where *tug* had *implied notice* of charter; Tillie, **84**, 684; or where *tug owner* *knew* of the charter; claim delayed; personal credit; Tryon, **93**, 220.

WHARFAGE.—Is a maritime *lien* on *domestic vessel*, aside from state statute; Allianca, **56**, 609; if a *contract* for one price embraces *non-lien* subjects, no lien; *Advance, **60**, 766. For *scows*, at the rate of *barges* under State law; *Scow No. 15, **88**, 305. See p. 140.

LIFE INSURANCE. See *Insurance, Bankruptcy.*

Life Insurance of *Bankrupt*. Assignee no interest in life. Takes net *surrender value* only. Should not *keep up* insurance. A burden, not "property"; *transferred* to wife, less *surrender value*; McKinney, **15**, 535.

LIGHTERS AND LIGHTERAGE. See *Demurrage.*

When ship liable for, *City of Alexandria, **23**, 826; **28**, 202. Not liable, if no *authority* to load goods; *upsetting*; *Iniziativa, **50**, 229. Under B/L for *transshipment* and *forwarding* of rice, the carrier employed a lighterage company which hired a lighter with a lighter-man to do the work; held, all *three* liable for *capsizing* the rice while unloading through topheaviness; the *last*, bound to indemnify the others; Smith, **110**, 680.

LIMITATION OF ACTIONS. See *Bankruptcy*, p. 31.

Libel stale after $5\frac{1}{4}$ years prior litigation; †Sundberg, **43**, 81; **44**, 807; do., $6\frac{1}{2}$ years; Amboy, **36**, 925. In bankruptcy, for avoiding *bankrupt's deed*, limit is two years; *renunciation of title*; Sec. 5057; Scott *v.* Little **76**, 563. Limit of suit to one year in marine policy, *waived* by negotiations and acts *afterwards*; estoppel; DeFarconnet, **110**, 405. B/L, limited claims for *shortage* to twenty-four hours after delivery and notice, upheld; Naranja, **104**, 160. On

death claim under New Jersey statute, the limit of *one year from death* is a condition of the *right of action*, not a mere statute of limitations, and is binding *here*; Stern, **110**, 996. See *Criminal Law*.

LIMITATION OF LIABILITY.

Collision. Jurisdiction where *fund* is, and where equitably applicable to cargo. If master in fault, *other owners* may have benefit of statute; Leonard, **14**, 53.

Injunction on State Court; Includes *personal injuries*; Amsterdam, **23**, 112; Not applicable to *fire on wharf*; *Egypt, **25**, 320; Applies to *all maritime* causes; *Horses* of truckmen, not "merchandise"; East River, not a *river*; Fire on ferry-boat; amount of claim; The Garden City, **26**, 766; *Petition* to be filed where original *libel* filed; Luckenbach, **26**, 870; *Costs of prior suit* enjoined, allowed in claim; Garden City, **27**, 234.

On *Collision*; Need not *surrender cargo*, or its damage; Bristol, **29**, 867; RE-APPRAISEMENT allowed after previous stipulation; †Eckhoff, **30**, 142; Master binds *owner* to *value of ship* only; Act 1884; Carver, **35**, 665; For *bottomry* of cargo; †O'Brien, **35**, 779; For use of *freights* bottomried; Force, **35**, 767.

Bond after marshal's sale must be for *real value*; no credit for prior liens; Grant, **45**, 642. None on owner's *personal contracts*; Laverty, **40**, 542; nor agent's *repairs in home port*; Gokey, **44**, 364. *Corporation* entitled to, if only the master negligent; *Surrender* to be only of tugs in fault; Willie *detached*; *Bordentown, **40**, 682; to be *free from liens of prior voyage*; Gokey, **44**, 364; Grant, **45**, 642. Owner's *directing route* no defense to negligent *stranding*; not the proximate cause, Para, **44**, 689. Decree in, no defense against *liens of prior voyages*, Gokey, **44**, 364. Affects collision *apportionment*; 4 vessels; †Doris E., **41**, 156.

Extends to master's *disbursements*, but not *wages*, nor his personal contract; Douse, **48**, 695; right to *surrender vessel*, not barred by (1) *delay* of four months; (2) by *bonding* on arrest; (3) by intermediate *voyages* during seven weeks, if no *waiver* intended, and no injury to vessel; *foreign authorities*; Rose Culkin, **52**, 328; petition *dismissed*; prior petition in Mass. *valid*, though the *appraisement* was without notice; *four modes* of relief; any *creditor* may institute proceedings; *Alva, **52**, 598; *injunction* on common law suit *refused*; petition dismissed on a *single claim*; full relief by *answer* at law; Sec. 563 Rev. St.; Rosa, **53**, 132; Eureka, **108**, 672; *damages* collected for collision, must be *surrendered*, as representing the *vessel*; *Miller, **59**, 621.

Does not apply to a *charterer*, except in charters of *demise*; Smith, **110**, 680. Loss of goods by *capsizing*; owners not *privy* to master's negligence in *top-heavy loading* in the home port; Colima, **82**, 665. Limitation extended to *contracts*, by the Acts of 1884 and 1886; see Gokey *v.* Fort, **44**, 364; The Republic, **61**, 113; Boston, &c., 130 U. S. 553. *Distribution* in, taken into account in a subsequent *gen. avg.* distribution, for negligent *stranding* and contribution by *specie saved*; †Pacific M., **69**, 414. *Death claims* and *cargo damage* share *pro rata*; all claims are *statutory liens* on the fund; subrogation of insurers *subordinate*; Catskill, **95**, 700. *Proof* of individual claims *postponed* till the general liability is determined, if disputed; Bourgogne, **106**, 232. The owner upon an *appraise-*

ment of the ship having obtained an *allowance* and *deduction* of \$732 on account of an unpaid *salvage claim*, decreed to pay \$500 to the relief of a *co-defendant* who had a *lien* on the vessel for the salvage service to that amount, by subrogation; †Merritt, **113**, 174. On negligent loss of rice by the *capsizing* of a *top-heavy* lighter in transshipment, held *owner* of *lighter* entitled to limit liability; but not the *charterer* of the lighter, nor the *carrier* who employed the Lighter Co.; Smith, **110**, 680.

Jurisdiction should not be entertained, but the petition dismissed, when it is *clear* that only *one damage claim exists*; the statute is not designed to take away a *jury trial* in such a case, where the right to limit liability by answer is equally available; Eureka, **108**, 672.

MANDAMUS.

Can't direct *Postmaster* how to *classify* mail matter; Pearson, **32**, 309.

MARINE INSURANCE.

See *Gen. Average, Construction, Pleadings, Perils of the Sea*.

"B/L *Exceptions*; no *damage* that can be *insured* against," &c. Negligence; Hadji, **16**, 861. Same clause, means *ordinary insurance*, and excludes negligence and unseaworthiness; Titania, **19**, 101. Through bill of lading. Policy on "State Line," does not cover *chartered ship* not run by it; Red-wing, **19**, 115. See *Marx, **22**, 680. Subrogation by *payment*; "Free from average"; Pearce v. Quebec Co., **24**, 285; "Loss coverable by"; *Egypt, **25**, 320; Sue and labor clause; *Expenses* of defending bottomry suits. If *unseaworthy*, policy *don't attach*; Cunningham v. Switzerland, **26**, 46.

Bottomry draft on *freight*; intermediate freights applied to ship's needs; no offset; Notice of abandonment unnecessary; Force, **35**, 767. See L'Am., **35**, 835.

General average recoverable without abandonment, China **39**, 879. Seaworthiness presumed; Earnmoor, **40**, 847. Limiting suit to a foreign *forum*, void; Slocum, **42**, 235. Negligence no defense; *voluntary stranding* while sinking; General Average; York-Ant. Rules; Earnmoor, **44**, 374. Insurers on subrogation are *estopped* when assured is; Harjes, **45**, 900. Valued policy on *hull* not offset by policy on "advances"; the latter is an insurable interest; construction; *Bowring, **46**, 119.

Policy "on inland waters"; a *rider* "not to cover trip to Charleston" construed *literally*; *Mark, **52**, 170; a B/L stamped "*insured* \$5400"; not a *policy*, only an *agreement* or representation; Marquardt, **53**, 603; construction of *carrier's clause* prohibiting *assignment*; B/L *contra*; a hole caused by a *sunken log* in the slip, is a *sea peril*; Penn. R. R. Co., **56**, 301; construction of *avg. clause*; one \$50 only deducted on loss of *several* boats; N. Y. Cent., **58**, 916; no *lien* for *foreign premiums*; old debt paid by agents disallowed; *Allianca, **61**, 507.

Parol evidence as to "understanding" with broker, incompetent to vary the policy; Indemnity Mut., **88**, 315; Vessel's negligent delay in repairing after a collision, the *proximate cause* of the loss of the *commissions*, on an *insurance*

that a chartered ship should arrive in time; Ruger, 90, 310. *Topheavy tow dumps* lumber; *unseaworthy*; Anderson, 79, 125. On insurance against all leakage, in accordance with a written application therefor accepted, held, subsequent restriction to leakage caused by *sea peril* was invalid; Indemnity Mut. 88, 315. *Inland charges* paid by charterer not having become a lien, held covered by the policy; Clintonia, 104, 92; 105, 256. Insurance of *tower's* liability covers costs and expenses of suit, but not *counsel fees*; Egbert, 92, 517.

ABANDONMENT.—By *vendee*, waiver of technical proofs; Deninny, 68, 943. *Informal* abandonment of cargo, insurance on *profits*, constructive total loss of goods; total loss of *profits*; receipt of part of cargo from insurers, treated as part of settlement only. [Canada Sug., 82, 757.

An abandonment must be *voluntary*; it does not result from accepting payment in full of a valued policy when abandonment is refused, the ship being greatly undervalued; abandonment is not necessary to subrogation of the insurer to the assured's rights; St. John, 101, 469. May be *informal*, where the intent is clear and no more formal acts are asked, though offered; DeFarconnet, 110, 405.

AMERICAN CLAUSE.—Its language not applicable to insurance under old open policies, nor to policies on different interests, as carrier and factor; test of prior insurance is the time when the insurance contract attaches, not when the risk begins; carrier of wool by land and sea agreeing to cover with insurance, is liable directly to the assured by usage; Goss, 107, 516.

FRANCHISE CLAUSE.—Separate valuations on hull and on engine, treated, under the special conditions of the policy, as two policies; deduction of one-half per cent. "on entire value" computed therefore on the entire value only of the class damaged; inconsistent clauses construed against the insurers; Am. S. S., 108, 421. See N. Y. Central, 58, 916.

FREIGHTS.—Insurance of, by charterer; on sale of cargo in salvage suit and an erroneous distribution by order of court, held that this error was not a sea peril covered by the policy; Clintonia, 105, 256.

LLOYD'S POLICIES.—Each member is liable for his whole subscription; contribution from associates; construction of rider making all insurance simultaneous; McAllister, 76, 1000; same, Sumner, 91, 677.

SUE AND LABOR.—No recovery for expenses of searching for boats erroneously supposed to be adrift; *Barney, 67, 341, mem. See *Int. Nav., 100, 304.

SUBROGATION.—Insurers, on payment of loss are entitled to owner's claim against another without abandonment; this claim is subordinate to that of other damage claimants to the fund in proceedings to limit liability, Catskill, 95, 700; St. Johns, 101, 469.

TOTAL LOSS.—Constructive, of cargo; brief stranding; informal abandonment; time limit of action passed in negotiations; large gen. avg. claims for salvage; repair of ship; port expenses; inability to obtain bottomry; and sale of ship and cargo; leakage of case oil and depreciation by delay; held all were sea perils within the policy; arising chiefly through the delay caused by stranding; DeFarconnet, 110, 405.

VALUED POLICIES: Insurance on ship, and on disbursements, are different risks; for partial loss upon undervaluation, each insurer, contrary to the English

rule, is liable for the *proportion* of the loss to the agreed *value*; agreed value binds both parties; estoppel; on a negligent stranding the sanding of machinery and salvage and law expenses are losses *within the policy*, for which insurers are *directly liable*, without any *previous* gen. avg. adjustment; salvage *adjudged* binds the *insurer*; *Int. Nav. v. Atlantic (St. Paul), **100**, 304. The *Valuation* in a policy concludes *both* parties; Insurers on payment are entitled to any *damage fund collected*, less costs; St. Johns, **101**, 469; De Farconnet, **110**, 405.

Exception of "want of ordinary care and skill" in the policy is limited to *general* qualifications, not applicable to single instances of negligence by a *competent pilot*; Egbert, **71**, 739; same, intoxication; *time limit* of suit; *waiver* by negotiations and by other suit; *Rogers v. Aetna, **76**, 569.

Policy to cover *extraordinary leakage* over three per cent. "is not limited to loss by *sea peril*"; *Parol* evidence as to *understanding* with broker incompetent; Indemnity Mut., **88**, 315.

MARINE AND MUNICIPAL LAW. See *Damages*; *Personal Injuries*.

Marine opposed to municipal. Seamen's *injuries*; City of Alex., **17**, 390; As to *discharge* of seamen; Yosenuite, **18**, 332; Comity; Attachments; *Lex loci*; City of New Bedford, **20**, 57. See Hudson, **15**, 162. *Adopts* largely the municipal law, which in the absence of legislation by Congress, may modify, or *create* local maritime rights; *authorities reviewed*; †McCullough, **55**, 99.

MARITIME CONTRACT.

Novation, not maritime; Agents' Contract; Fox v. Patten, **22**, 746.

Charter ship "to be built"; Baracoa, **44**, 102. *Laborers* on barge; Walsh, **36**, 607. To carry *passengers' baggage*, †Priscilla, **106**, 739.

"*Building*" a vessel includes supply of *engines* to hull launched; *not* maritime; Paradox, **61**, 860; nor is *contract* to procure marine insurance; Marquardt, **53**, 603; *hypothecation* of *freights* to obtain letters of credit to *disburse* ships in Brazil, and to induce guaranties, is *maritime*; *Freights of Kate, **63**, 707.

MARITIME LEGISLATION. See *State Legislation*.

MARITIME TORT. See *Jurisdiction*, p. 99.

Defined; *Place* of damage; Bolts from wharf; Leonard v. Decker, **22**, 741; Iron thrown from *wharf into river*; City of Lincoln, **25**, 835; Young, **27**, 383.

Causing *death* by negligence, is; †McCullough, **55**, 99; false representations as to *steerage*, inducing passenger to *embark*, is maritime, the *damage* being on the sea; Normannia, **62**, 469.

MARSHAL. See *Practice*, p. 121.

No new *lien* accrues while vessel is in custody; *Bolton, **30**, 717; Young America, **30**, 789. *Commission* on value; *Keeper*, Sec. 829; Brockway, **49**, 161.

Expenses for outside *keepers* are not "*fees*" to be covered into the Treasury under Act of 1896; no *security* required; Vandercook, **77**, 865. May *attach* the fund if State receiver is not in possession; Lotta, **65**, 319.

Liens by Collision; by Contract; Owner's liability; Y. Am., **30**, 789; Carver, **35**, 665.

MASTER'S AUTHORITY. See *Bottomry*, p. 35.

To *sell*. Notice. Excellenzen Sibbern, **19**, 541. Special, not general agent, Goddard, **12**, 174, 182. To *Bottomry*; †Archer, **15**, 276. To *lien ship* contrary to charter, when, Wm. Cook, **17**, 919; Francis, **21**, 715, 726, 921.

As to *repairs*; Queen, **28**, 755; To get supplies by *simple contract*; to incur *implied lien*; Scotia, **35**, 907, 916; binds owner to value of *ship* only; Act of 1884; †O'Brien, **35**, 779; Force, **35**, 767; Can't *sacrifice* cargo to ship; on *stranding*, must deliver cargo if to *its interest*; not make general average; L'Americque, **35**, 835. *Port of distress*; agent of all, Grace, **62**, 607.

On *shipwreck*, is agent of *cargo* and cannot claim *salvage*; Aguan, **48**, 320; for his *tort*, if any, in setting a *derelict* on fire, owner of ship is not liable; Mersey, **48**, 686; is *charterer's* agent when *deviating* from charter by his orders; *Shadwan, **49**, 379; liable to insurers by *subrogation* for negligent *stranding*; Dexter, **52**, 152; his *drunkenness* leads to collision; owners liable for his *appointment*; *Guildhall, **58**, 796. Has authority to settle *demurrage claims* under a charter at a distant port; †Burrill, **65**, 104; none to make *protest* after owner has acquiesced; Menantic, **88**, 308.

MASTER'S LIABILITY. See *Bottomry*, p. 35.

Must *defend attachment of cargo* and notify owners; *Trigg, **37**, 708; may insert in bill of lading "Not liable for weight" when weight *doubtful*; McKay, **37**, 229.

MASTER AND SERVANT. See *Fellow Servant*, p. 94.

Workman takes risk of usual winch, though not the safest made; Mahar, **40**, 784.

MAYOR, ALDERMEN &c.

Liable for *negligence* of Departments; Edgerton, **27**, 230; Dock, Bl. Island; Philadelphia v. Mayor, **38**, 159; *Barney, **40**, 50; when *not liable*; Haight, **24**, 93. For public floating *bath*; liable for *salvage*, Bath 13; **61**, 692; liable as *principal* and owner for *negligent collision* of City *fire boat* in going to a fire its work local, not a *State* agency; †Workman, **63**, 298; as *bailee*, negligent as to *scow* left exposed; Mayor, **60**, 1019.

MINISTERS, PUBLIC. See *Consul*.

MORTGAGE.

See *Lien, Priority, Supplies*.

Forbearance by Mortgagee after *default* creates no equitable *lien* or *priority* in others, *Seguranea, **70**, 258; *Principal* entitled to follow *proceeds* of mortgage investments into the hands of the receivers of his *agent*, Yorkshire v. Jarvis, **78**, 56, 61.

MURDER. See *Criminal Law*, p. 85.

MUTUAL FAULT. See *Collision*, p. 52.

Libellant's fault does not bar recovery in the Admiralty; *Max Morris, **24**, 860; Injuries by *swell* and *suction*; *Drew, **22**, 852.

NATURALIZATION.

See *Criminal Pro. Habeas Corpus*.

NAVIGATION.

See *Collision*, p. 65; *Stranding, Obstruction, Anchor, Gen. Avg., Negligence*. *Foundering* from topheavy loading of a tender ship; cargo shifting; Colima, **82**, 665.

NEGLIGENCE.

See *Carriers, Bill of Lading, Collision, Personal Inj., Tug and Tow*.

Concurrent, of tug and tow; *unfit for voyage*, both liable; *Conolly, **11**, 342; same principle applied in other cases; Christian, **12**, 890, Murtagh, **17**, 259; *Protest* against voyage absolves *tow*, Niagara; **20**, 152; when *not*, Bordentown, **16**, 270. Not negligence to manœuvre according to best observation and judgment. State of Alabama, **17**, 854; Edam, **21**, 651.

On *explosion*, negligence is *presumed* till reasonable care shown; refinery; Davis Oil Co., **61**, 631; putting *incompetent* persons in charge; drunken *master*; *Guildhall, **58**, 796; unlicensed *pilot*, †Killien, **63**, 172; to *divide* up tow in a *tide-way* off the Battery; N. Hale, **48**, 698; not *slowing* in steaming through *wreckage*; broken-port; †Majestic, **56**, 244. *Contributory*, see **40**, 694; **39**, 115; **44**, 298; **45**, 62, 494; 139 U. S., 558.

NEGOTIABLE INSTRUMENTS.

Bottomry note is *not*; Lykus, **39**, 919; Serapis, **37**, 436; nor a draft, with B/L, "not liable for weight" beyond *amount on board*; McKay, **37**, 229.

NEUTRALITY LAWS. See *Criminal Law*, p. 85.

Section 5283 don't forbid *trade* with *belligerents*; City of Mexico, **24**, 23; nor *selling* armed vessels to a foreign Government against "warring factions"; *trade* in *contraband, legal; commercial adventure, Carondelet*, **37**, 799.

Transportation of *individuals* and *war-materials* for *commercial* purposes or for individual *enlistment* abroad, not forbidden; *combinations* or *organization* for a military *expedition*, forbidden; Cuba; O'Brien, **75**, 900; *Hart, **74**, 724; same, *Cuban insurgents, organization, indications* of military operations *designed*; Nunez, **82**, 599. *Personal courtesies* between naval officers and the captain of a *news* dispatch-boat, are no violation of *neutrality* by the *ship*; Ely, **110**, 563. *Hostile Expedition* against *Hayti*; Mary N. Hogan, **18**, 529. See City of Mexico, **24**, 33; **25**, 924.

See *Collision, Piers, Wharves.*

Submarine telegraph cables are; *W. U. Tel. Co., **43**, 85; *uneven bottom*, 155th St.; *Dave, **49**, 389; derrick over wreck, E. Riv., lawful; Depew, **59**, 791. *Slips*; Sandford, **30**, 714. *Destroyed at sea*, Mersey, **46**, 686.

Though rock unknown, ship liable for *stranding* if going out of the usual channel on a rocky coast; †N. Hale, **91**, 682. Tug not liable for unknown obstruction in a *new dug channel-way*; *Belle, **79**, 879; *rock-breaker* in a *new place*, in fog, Boston Harbor; no negligence; Taurus, **95**, 700. *Buoy of rock* 122d St., Harlem river, *misplaced*; pilot excused; *Lamberton, Mss., 798; 2 M. R., 479; When *unknown*, ship not liable if in *usual channel* and no negligence proved; Horton, **68**, 931; *Belle, **79**, 879. See *Dereelicts*, p. 90.

OFFICIAL BOND. See PRACTICE, *bond*.

Disbursing officer: On mere transfer of credits in the Treasury, surety not liable; Passports; *Morgan, **28**, 48. *Signal Service*: Disb. officers legal; Bond binds surety; *Rogers, **28**, 607. *Consular Fees*: When *private*; *acknowledgments* under State laws; Account stated; Payment by *mistake*; *Badeau, **33**, 572.

PARTIES.

Forced *intervention* of, as defendants, *59th Rulc.* See *Practice*, p. 120; *Joinder*, see p. 121.

PARTNERSHIP. See *Bankruptcy*, p. 30.

On dissolution each partner has a legal interest in partnership *land* and has a *legal right* to a sale of the land; Duden *v.* Maloy, **63**, 183.

PART OWNERS.

Residing in different States; if known, no lien for supplies in either; Francis, **21**, 715.

Accounts of, may be taken incidentally; Mulford, **18**, 455.

Not *participating* in voyage, *not liable* for torts or supplies. *Respondat Superior*. Intervention; Raymond, **18**, 547.

PASSENGERS.

See *Carriers, Collision, Death Claims.*

Baggage wet through *broken port*, not slowing amidst wreckage; *conditions* not referred to in *ticket invalid*; †Majestic, **56**, 244; ship-owners liable for *agent's misrepresentation* as to steerage passengers; Normannia, **62**, 469. See *Personal Injuries*.

Baggage lost, ship liable, though deposited *prior* to purchase of ticket; limit to \$100 valid; †Priscilla, **106**, 739. Written *memorandum books* alleged to be valuable, brought within bags of *old clothes*; *deception*; covered by Sec. 4281 R. S.; \$25 allowed; St. Cuthbert, **97**, 340. Baggage *not forfeited* under Sec. 2802, for not being mentioned by passenger in his *declaration*, if it be *personal effects* only and *no fraud*, when custom house proceeds under Sec. 2801 and does not call for any entry with "*particulars*" under Sec. 2799; †Pearl Necklace,

105, 357. Passenger's baggage *destroyed*; proof of *good stowage* necessary to excuse ship, though weather bad; †Kensington, **88, 331.**

PASSPORT.

Declaration of intention to become citizen don't prevent *issuance* of *passport*; Malloy v. Dugan, **25, 673.** See *Morgan, **28, 48.**

PATENTS. See *Pleading, Penalties.*

Telegraph; "Transmitter"; torsional spring; Claim for "sunder" held good; intent clear; La Rue, **28, 85.**

Daisy Hood: Infringement; Suit in transferee's name; *License* to employer to use implied; Herman, **29, 92.** *Receiver*: Implied license to sell, available to its receiver; Montross, **30, 234.** *Penalty*: Suable where stamping done; Service on agent; Davis, **31, 294.**

Stamp on *cratic*, instead of patented *dish*; no penalty; Walton, **56, 499**; prior *equitable title* not recorded, invalid against bona fide purchaser; Am. Co., **47, 741**; patented electric engine battery; *sale* imports warranty of a right to use; final *decree* vs. vendor equals *eviction*; vendor to procure license, or pay *damage*; †Electron, **56, 304.**

Qui tam action for *penalty*; *false marking*; defendant not required to produce books and papers in evidence against himself; *privileged*, Sec. 724 R. S. Newgold, **108, 341.**

PAYMENTS.

Application of, *chronological*, on lien for supplies and notes, Barges 2 and 4; **58, 425.**

PAYMENT INTO COURT.

Allowed to insurers, on *two claims* made to the amount due on the policy; Etna, **25, 231.**

PENALTIES AND FORFEITURES.

See *Customs, Criminal Law, Patents, Seamen.*

Patents.—Penalty for *false marking*. § 4901. Means *Patentee's Article*; Foley, **11, 801.**

Civil Rights Act. Inn. Restaurant. Videlicit, office of; Lewis, **10, 4.**

Ship, seized; penalty released by Act 1881; *interpretation of Statute*. Language, relief intended; history of Legislation, title; *Saratoga, **9, 322.**

Excessive fare on R. R.; Ejection. *Penalty*. Demurrer for *two causes of action* improperly joined. § 484 and § 488 Code mean two good causes; Sullivan; **11, 848.** Forfeiture. § 3289 does not apply to diluting water. Three packg. Spirits; **14, 569.** *Smuggling*. *Penalty on innocent master*. § 2387. Want of knowledge no defense. In statute offense, *intent* not essential. *Active vigilance* required. Discharged, if proved *impossible* to prevent. *Moiety Act*, § 16, does not include master, but acts done. Only *one penalty*, and that on the *person in command*. Master absent *absolved*. Mate only chargeable; U. S. v. Curtis, **16, 184.**

Moiety Act, repeals forfeitures of *values*, because new act covers *same ground*; is inconsistent in taking away the former *alternative Act* of February 18, 1875,

speaks as of December 1, 1873; *Aufmordt, **20**, 893. Civil Rights Act, unconstitutional; Costs allowed, § 975; Cooper, **18**, 588. *Neutrality Laws*. Expedition, imports, *common rendezvous* at sea. Arms. Circumstantial evidence. Ostensible purpose, improbable. Title concealed. Claimants do not explain, or testify. Condemnation, § 5283, Mary N. Hogan, **18**, 529.

False *stamp-patents*. Suit lies only *where stamping done*. Not "repeated." § 732. 4901—Statutory remedy exclusive; Construction; *Pentlarge, **19**, 501.

Each *item* under § 3397 to be *branded*, or forfeited. *Bona fide* sale no defense. Forfeiture allowed on ground not pleaded, by *amendment on terms*. U. S. v. *76,125 Cigars, **18**, 147.

Hussey's *letter-express*. Post routes; *fine*, § 3982; U. S. v. Easson, **18**, 590. *False stamp. Patents*, *qui-tam* actions. U. S. not a party. No mis-joiner. Jurisdiction does not depend on *residence*; Special damage immaterial. Declaration need not allege articles patentable; Winne v. Snow, **19**, 507.

Overcrowding steamers; Excursion *permit*; The Harlem, **27**, 236; *Appraisers*, examination of witnesses; *refusal to answer*, immaterial, Sections 2922, 2923; Dougherty, **27**, 307. *Stamping "patented,"* jury cases: Woodason v. Houchin, Mss. No. 949. *Article* must be stamped, not the *erate*; *expenses* no excuse, denurrer; Walton, **56**, 499. Reasonable doubt; *Hawlowitz, **25**, 765. *Dumping* prohibited; limits of New York harbor *not defined*. †Sadie, **41**, 823. Same, in the Bay; Bayonne Mss., 1138. Illegal dumping by scowmen; tug not liable as "used," or "offending"; Emperor, **49**, 751; U. S. *bond*; good for *duties* and interest, not for *penalty*; *Cutajar, **59**, 1000.

Penalty not exacted for *salvage work* on anchorage ground, if *notice* given within 24 hours and *permit* obtained; Monarch, **89**, 875. For *undervaluation*, on *forfeiture* of goods, owner may have a *return of deposit of unliquidated duties*; One Case Paintings, †99, 426.

Collector's decision as to seamen's *right to wages*, is sufficient to prevent *penalty* against ship, Sec. 4529; Phillips, **106**, 956. Action for *forfeiture of value* of imported goods for fraud and *undervaluation*, *abates* by death before verdict; Riley, **104**, 275. In actions for *penalties*, defendant is not required to produce his *books*; *privileged*; Newgold, **108**, 341. No *forfeiture* on contract work, where owner takes possession and finishes uncompleted work; *damages* only; Lucille, **70**, 233.

PENSIONS. See *Criminal Law*, p. 85.

Draft, *forged indorsement*; *innocent collecting agent* is not liable after paying over *without notice*; Am. Exch. Bank, **70**, 232; *false affidavit* punishable under Sec. 5421 R. S. only; Kuentler, **74**, 220; Hansee, **79**, 303.

PERILS OF SEA. See *Charter, Damages, Unseaworthiness*.

WHAT NOT.—*Top heavy* and bad *ballasting*; Summer, **20**, 249. *Overloading* cargo of oranges, so that *ventilation* is bad; *Regulus, **18**, 380. *Overloading center*; Excellenzen Sibbern, **19**, 536. *Damage* without extraordinary weather; Recknagel, **13**, 914. *Sale*; Clintonia, **105**, 256.

WHAT IS.—Breaking loose of propeller in rough weather; fastened as customary; Titania, **19**, 101. See *Marine Ins.*, p. 107-8.

Dunnage; Bags of nitrate, fastenings as customary; sufficient; on beam ends; The Chaska, **23**, 156; Tow cast off in high wind; Charles Allen, **23**, 407; Sliding off a lighter; †City of Alexandra, **23**, 826. See *Sea Perils*, p. 131.

PERISHABLE CARGO. See *Salvage*.

PERSONAL INJURIES.

See *Collision, Death, Damages, Seamen, Fellow Servants*.

Hatch above covered; stepping into *known hole*; *inattention*; Carl, **18**, 655. Seamen's negligence; only *care* and endeavor to cure, required of ship; co-laborers. Marine law; City of Alexandria, **17**, 390. Winchman *inattentive*; foot hurt. *Co-laborers*; stevedore; Harold, **21**, 428. Collision; both in fault. *Man hurt*; co-laborer; *subrogation*; *Hills, **21**, 727.

Machinery must be reasonably safe; derrick; winch; sudden strain; *municipal law* followed as to *damages*; *Edith Godden, **23**, 43; Vessel bound to *reasonable precautions*; Mutual fault; damages given in Admiralty; *Max Morris, **24**, 860; *Open hatch*; *dark passage*; minor fault, \$400 allowed; The Guilermo, **26**, 921.

Infant unattended; ship not liable; Bergundia, **29**, 464; *Seaman: leg* broken; not calling aid, \$500; Vigilant, **30**, 288; *Sling Hook* broken; hernia, \$600; Neptuno, **30**, 925; *Wrist* broken by *rudder* in a heavy sea; *not liable*; Buschman, **33**, 558; *Passenger's Foot*; *hole* to shaft in *cabin*; mutual fault; apportionment; Stickney, **31**, 156; *Leg* broken; *fall in hatch*; *steerage* passenger; Furnessia, **35**, 798.

Collision; nearly drowned, \$5,000. †Raleigh, **41**, 527; mutual fault; *broken wrist*, \$125; Mystic, **44**, 298; do. seaman gets *one-half* only; Queen, **40**, 694; See Oregon, **45**, 62; Ship liable, for mate's *weak platform*, \$1,250; *Nebo, **40**, 31; for mate's refusing a *safe way* of *unloading* lumber; leg broken, \$400. Frank, **45**, 494; for master's *neglecting seaman's shoulder*; resection; *Scotland, **42**, 925. *Not liable*; for *knot pulled out* on a skid caught; Servia, **44**, 943; for *death* in State waters under State Statute, on *joint negligence*; Idlewild, **39**, 115; See Oregon, **45**, 70; nor for *negligent fall* through *known open hatch*, Jersey City, **46**, 134. Nor for *use of a usual machine*, though *improvements* upon it are also in use; *Maharajah, **40**, 784.

Foot cut off in negligently *shifting barges in tide-way*; joint negligence; \$700; N. Hale, **48**, 698; *Knee-pan*; *failure of proof*; dismissed without prejudice; Elsie, **48**, 700; fall from *triangle, weak rope*; mate and seamen acquiesce, \$400; Julia F., **49**, 277; derrick hauling barge, *vangs broken*, heart trouble aggravated, \$2,000; †Persian Mon. **49**, 669; fall *through hatch*, warping *strong-backs, shrinkage*, pleurisy, \$250; no rail around *fire hatch*; *usual construction*; swinging door cuts fingers; d. Luckenback, **53**, 662; falling *ash bags, handle* bad, thigh broken; \$2,000; †France, **53**, 843; *fingers lost* in changing hawser, *sudden start*, joint negligence, \$450; *McCarthy, **55**, 85; *ribs broken*, fall from *loose ladder* in hatchway, joint negligence, \$300; Cyprus, **55**, 332; ship not liable to *workmen* for *latent defects*; nor for an *old style* suspended *ladder*; defective *rung*; Concord, **58**, 913; nor for *fellow-servant's error* in letting *winch run*, whereby boxes were knocked off a "*whip*"; Bolivia, **59**, 626; *loose sling*

and *falling boards*; no skid; improper *sling*; fellow workman's fault; libellant contradicted by 5 witnesses; Ravensdale, **63**, 624; falling down hatch, evening, covers off; not ship's negligence when *lighted*; Argonaut, **61**, 517. Vessel involved in *misuse* of derrick; †Persian M., **49**, 669.

By fall of a tool from *overhead*; accident; fellow-servant; d. Coleridge, **72**, 676; do., by mate *slipping* from a beam; Manhasset, **69**, 471; steerage child scalded by gruel; wet floor; *accident*; *Anchoria, **77**, 994; longshoreman knocked down the hatch by a load swinging *backwards*; his own neglect; d. Carl, Mss. 1525; \$100 limit to *passenger's damages*, unreasonable as applied to loss of a hand; *negligence* clause invalid; *Moses, **88**, 329; 7 claims; death or injuries; Catskill, **95**, 700; bags fall from *loose sling*; fellow-servant; d. Kensington, **91**, 681; *beam* thrown out by a *falls rope*; d. Picqua, **97**, 649; *stevedore* hurt through breaking of a *ratline* accidentally *caught aloft*; no neglect by ship; d. Menemonee, **101**, 137; *stevedore's* man injured in using a *loose-swinging rope- (Jacobs) ladder*; no negligence of ship; Manitoba, **99**, 780; same, Privateer, **14**, 872. Same, on seaman's *lurching* through an open door in a *rolling sea*; d. Coleridge, Mss. 1792.

Seaman's *fingers* crushed by sudden *running* out of *chain-tack*; his a/c discredited; d. Solitaire Mss. 1126. *Longshoreman's* foot hurt through unfit *wire-rope* of sling, to which 2 officers' attention had been called; ship's contention weakened by *not preserving* and *exhibiting* the broken rope; libellant also *not careful*; \$850 allowed; Prince Wil. I. Mss., 1387. Passenger's *shoulder* hurt by a fall during a *collision*; other alleged hurts *discredited*; \$650 allowed; Majestic, Mss., 1418. Seaman's *thigh* hurt by a *fall*; his complaints and reasonable requests neglected by the officers; \$550 allowed; Tinandra, Mss., 1426. Fireman on yacht scalded by bursting of a *bad steam pipe*, and too hot fire; \$350; Harriet, Mss., 1453. *Fingers* of the cook's helper injured through worn and *insufficient guards* to the range in the galley; but he being partly in fault, \$270 allowed; Irrawady, Mss., 1504. The *fingers* of a longshoreman, who was partly to blame, crushed through a wrong move by the winchman; \$200 allowed; Edwin, Mss., 1574.

Apportionment of damages for; See Stickney, **31**, 156.

PETITORY SUITS.

See LIEN, p. 100. Cargo of Mineral Phosphates, **15**, 285.

PIERS AND SLIPS. See *Collisions, Wharves, Tugs, Obstructions*.

Projecting Boats moored at, when *liable*; Fort Lee, **31**, 570, *Sandford, **30**, 714; Not so, when *not in the way* of others; *Powell, **31**, 622; *Repairs, Privity*; Contractor liable directly to boat injured; What "they required" is what *bulk-head* required; *O'Rourke, **29**, 223; *Dangerous* while repairing; *notice* required; Heisenbittel, **30**, 456; From projecting *spike*; *occupant* liable; Havemeyer, **32**, 844; *Intervening Boat*, license to cross; safety *not warranted*; Scully, **31**, 161.

For *defect* or *obstruction* in, *owner* liable if ascertainable by diligence; boulder; Manhattan, **37**, 160. Not so, if vessel, cautioned, *undertakes* to avoid it. †Stroma, **42**, 922. See The Calliope, 16 App. Cas. 11. Its *existence* and the *damage* must be clear; Crossan, **44**, 94. *Unfit spile*; city liable; Black's

Isl.; Phil. Co. **38**, 159. *Sunkcn* spiles; High Bridge; Manh. v. Mayor, Mss. No. 958. The Swan, **19**, 458. *Boulder*, 61st Street; Manhattan, **37**, 160. To add "block and bridge," don't include a *platform*. Buck, **39**, 249.

City negligent in not dredging *uneven bottom*; 155th St.; *Dave, **49**, 389; sunk by discharge from *concealed sewer*, notice; owner liable; O'Rourke, **55**, 81.

PILOTS. See *Collision*, p. 66; *Obstructions*, p. 112.

Claim disallowed for *tardiness*; Ocean Express, **22**, 176; Entitled to fees, *services refused*; *Edith Godden, **25**, 511; Vessel sunk; *Columbia, **27**, 704.

Fees, N. Y., Act of 1883-4; computation by *half foot*; *winter pilotage*, detention; France **50**, 125; *consignee* liable, Secs. 4235-36; construction *in pari materia*; Reardon, **59**, 624; admissions, not receivable; Fanwood, **61**, 523; *unlicensed*, in charge at Corlear's Hook, *negligence*; †Killien, **63**, 172. Display of *pilot flag* on usual *cruising ground* is a sufficient *tender* of pilotage service to ship at sea; ship liable; Yumuri, **68**, 930. *Unknown obstruction*; no negligence; pilot not liable; Horton, **68**, 931.

Pilotage not *collectible* on vessels plying between U. S. and Porto Rico since Act of April, 1900; *coasting trade*; Porto Rico not *foreign*; *Huss, **105**, 74.

PIRACY.

Definition; Blockade by insurgents without recognition of belligerent rights; Historical review; Seizure as prize; Implied recognition by State Department a condonation; Ambrose Light, **25**, 408.

PLEADINGS. See *Practicc*, p. 122.

Libel, its averments *control* in contradictory testimony; Aurania, **29**, 116; New cause of *damage* not allowed; Coal dust; *Thos. Melville, **31**, 486; Deny increase of *demurrage* claim after apportionment; Municipal, **34**, 812; *Penalty*, Patents; statute, no *day* need be stated; Fish, **31**, 340. *Account* not turned into account stated; *Badeau, **33**, 572; General statement sufficient on general exceptions; †O'Brien, **35**, 779. Former *suit* in personam not a bar; Atlantic, **16**, 279; Murtagh, **17**, 259; Tubal Cain, **9**, 834.

Marine policy need not allege *seaworthiness*; *presumed*; insurable interest necessary; Earnmoor, **40**, 847.

PORT OF DISTRESS.

Freight on *transshipment*; prior bottomry claim, how far deductible; master is *agent for all* concerned; Grace, **62**, 607. See *General Avg.*, p. 96.

POSSESSORY ACTION. See *Action*. Suit for, Baxter, **37**, 219.

POUNDING.

Scow left at Sea Fence by *bailce*; liable; Mayor, **60**, 1019; *swells*; Rusted, **56**, 1022.

See *Costs, Attorney, Collision, Habeas Corpus, Lim. Liability, Pleadings, Removal, Tender.*

Malicious prosecution, false impris. joinder; Castro v. Uriarte, 12, 250.

Attorney's Lien on Judgment. Active and retaining liens. Papers retained. Terms of transfer. No sale under Act 1869. Charging lien on Fund or Judgment, limited to that suit; not general; Wilson, 12, 235.

Service of summons set aside. §914 adopts Code §§ 1897, 1964 and 1962. *Summons for penalty must refer to Statute; Rose, 14, 681.*

Collision. Rule 21. Personal judgment against stipulators only. Suit in rem no bar to suit in personam, except against stipulators. Rule 15. No joinder. Release of ship a bar to second suit. Ship may recover whole loss on cargo, though in fault. Equities adjusted. Decree for difference; Atlantic Mut. v. Alex., 16, 279.

Decease of a surety on a bond; Act 1847. New one ordered. Rules 55-6; City of Hartford, 11, 89. Breach of Charter Party. No lien if executory only. Remedy in personam. No personal judgment if libel in rem is dismissed. Appearance limited. Joinder in rem and in personam allowed on charter parties. Rule 46 (Baracoa, 44, 102). Amendment allowable by inserting personal demand and new citation. Old Practice. Costs denied. Delay in excepting to libel; Monte A., 12, 331. Lien of judgment on land, arises from adoption of State laws. Under §§914-916, having adopted State practice, may order docket marked "secured on appeal"; Sturgis, 14, 810. Costs recoverable in all common law actions, §§823, 983. State laws do not apply. Laws of the State are "rules of decision" as to substantial rights. §721; Treadwell, 15, 532.

Res adjudicata. Same issue in State Court. Plea in abatement. Stay during State Appeal; Tubal Cain, 9, 834. Shipwright in possession, may elect to be claimant, or intervenor. Vessel being delivered to another by order, claimant should file petition stating claim, &c.; Two Marys, 12, 152. Security for costs by respondent on cross libel. Rule 53, 54 applies where subject of issue is the same. Freight and loss of cargo; Vianello, 15, 637. Proceeds of vessel sold: equitably liable pro rata for other prior liens. Withholding claim till part of shares is drawn out, equals release of that part and discharges lien pro tanto; costs ordinarily paid from vessel, though owners or other lienors get less, but may be charged on stipulators, if suit unreasonable; Wright, 16, 482.

In summary, seamen's cases, general reference to British law enough; Alps, 19, 139. *Wages not attachable. Locus loci. Comity. Jurisdiction; City of New Bedford, 20, 57. Salvage against ship and cargo must be apportioned; Col. Adams, 19, 795. Mortgagee may libel for tort, or come in with owner on same facts, in collision cases; Grand Republic, 10, 398. Right to bond not absolute. Denied to hostile expedition; Mary N. Hogan, 17, 813. On claim to money in Court, account of ship's earnings taken; Mulford, 18, 455. Former suit discontinued by agent not a bar; subrogation; Murtagh, 17, 259. Collision, burden of proof. Inspector's Rules, prompt reply required; †B. B. Saunders, 19, 118. Defending a vessel does not ratify a prior tort. Limitation (8½ years); Raymond, 18, 547. Claimants barred after order of distribution; Tucker, 20, 129. Rehearing denied, unless the Court mistakes; Vaderland, 19, 527. Equitable title by sale a mere equity; insufficient for possessory action; G. Reusens, 23, 403.*

- APPEAL**, *security* not to be duplicated; Rejustification; Brantford City, **32**, 324; *Surety* defending, liable for interest on stipulation; Maggie M., **33**, 591. *Attachment*, see *Strikes*; No *interrogatories* on new matter; must amend libel; Baxter, **32**, 296; *Marshal's fees* on dismissal paid out of claimant's deposit; Georgeanna, **31**, 405. *Re-appraisalment*, see *Limitation of Liability*, p. 106. *Service on Managing Agent* within the district good; Hat Sweat, **31**, 294. Tender and payment into Court, a continuing offer, to be accepted any time, less costs; Rossend Castle, **30**, 462.
- ABATEMENT**.—Former *suit pending* in State Court, not a good plea in *abatement*, but *stay* granted till trial; Tubal Cain, **9**, 834; Atlantic Mut., **16**, 279. Concurrent suits *in rem* and *in personam*; *Normandie, **40**, 590; **43**, 159.
- AMENDMENTS**.—Refused, great *laches*; Jones, **16**, 555. *Conforming to proofs*; joinder. Grand Republic, **10**, 399; *Maryland, **19**, 551; Rhode I., **17**, 554. To include *damages*, on same transaction; Excellenzen Sibbern, **19**, 543. To add "pending freight"; Sumner, **20**, 253. To add *personal demand* and get new *citation*; Monte A., **12**, 331. Amendment of information by *new ground of forfeiture on terms*. *Factory No.*; § 3397 and Act 1879; *76,125 Cigars, **18**, 147. Of *Pleadings*; *denied* after *submission* and *decision on the pleadings*; *naval operations preventing discharge*, ¶Burrill, **65**, 104. *Denied* for *laches* of several years, Rule 69; Jones, **16**, 655. Master and crew made *co-libellants* in salvage, after decision; Rudolph, **39**, 331; as to *truth* of libel, after 8 months; *Baiz, **43**, 37. Not allowed after *St. of Limitations* run out; Judson, **25**, 705. To join *owner*, and *owner pro hac vice*; accounts to be submitted; Douse **48**, 695; not allowed as to *new subject* not within *jurisdiction*; Marquardt, **53**, 603.
- APPEAL**.—See *Bond*, below; Time not to be *enlarged*; form of decree, Judson, **25**, 705; *judgment* marked "secured"; Sturgis, **14**, 810.
- APPEARANCE**.—*Limited*; Monte A., **12**, 331; to *except* to *service*, no *waiver*; Reilly, **109**, 349.
- APPRAISEMENT**.—*Notice* of, *Lim. Liability*, not necessary to *jurisdiction* to proceed; *Alva, **52**, 598. *Re-appraisalment*. See *Lim. Liability*, p. 106.
- ARREST**.—See *Process*, p. 122.
- ATTORNEYS AND PROCTORS**.—Their *agreements* to be *in writing*; Scott, **8**, 420; their *lien*; Wilson, **12**, 235.
- ATTACHMENT**.—None of *Seamen's wages* elsewhere. *Lex loci*. Comity; City of New Bedford, **20**, 57. *Attachment Process* set aside because no effort to *serve personally*. Married woman. Motion; Provost, **9**, 409. Of a *vessel*, before possession or notice by *State Receiver*; Lotta, **65**, 319.
- BOND OR STIPULATION**.—To *prosecute* appeal, is forfeited by not returning the *record*; *summary judgment* thereon in District Court after *fifteen years*; Pendergast, **82**, 504. Not essential to absolve *part owner* from *torts*; Raymond, **18**, 552. *Release* upon, not allowed when *vessel* is forfeited under *neutrality laws*; Hogan, **17**, 813. *Three Friends*, 166 U. S. 1. Enures to *new parties* by *amendment*; Grand Republic, **10**, 399; 99 U. S., 36, 41. *Bond signers* only liable; 95 U. S., 611. *Decease* of surety; *new bond* ordered; City of Hartford, **11**, 89. If *suit unreasonable*, costs agst. *Stipulators*; Wright, **16**, 482.

- COMMISSION, and Depositions, not *suppressed* on trial for incomplete *answers* to cross-interrogatories; objections *waived* by 'going to trial; Kensington, **88**, 331; execution of, in forfeiture cases, governed by the rules and usages of the *Federal Courts*, under Sec. 866, not by *State Code* Secs. 721 and 914; *sent back* for *exhibits* to be attached; Fifty Boxes Laces, **92**, 601.
- COMMISSION, denied, if *safe conduct* denied; *Baiz, **40**, 659; **43**, 35.
- CONTEMPT.—Warrant to arrest can't run to *another district*; Manning, **44**, 275. Running off with an *attached steamer*; *Nevius, **48**, 927.
- COSTS.—See *Security*, p. 122; recoverable in all common law actions; Treadwell, **15**, 532. See *Costs*, p. 83-84.
- CROSS-LIBEL; bond or stipulation required as security on cross libel; Rules, **53**, 54; Vanello, **15**, 637. In *different districts*; tried together, or *one stayed*; Chimpa, **39**, 126; Decree for *possession* on payment of lien; Baxter, **37**, 219.
- Security* required of *respondent* in cross libel; Rule 53; *damages* on *contract* for supplies, †Electron, **48**, 689; same rule applies, though *ship in custody*. Respondent cannot wilfully *refuse* security and *elect a stay* of proceedings. If wilful, court *release vessel*, or *sell her*. But vessel should be *bonded*, if possible; Empresa, **16**, 502.
- DECREE.—Application for, in equity, only after cause on *calendar*; Campbell, **48**, 344; in equity, may direct *sale* free of *mortgages*; Mead, **58**, 312; may be *severed* in proceeding under 59th Rule; *Alert, **44**, 685; may be for *one libellant*, and *suspended* as to others; *in rem.* and *in personam*; *Normandie, **58**, 427; given for *balance* in court, on defense of general average; †Ralli, **37**, 888; Decree *in rem.* on stip. for value, may bar suit in *personam*; †Sundberg, **43**, 81; **44**, 807; see Oregon, **45**, 70. May adjust the *equities* between different defendants in the same suit, or in two suits on the same matter *heard together*; †Merritt **113**, 174; Smith v. Booth, **110**, 680.
- DEMURRER.—On claim for excess of duties paid, *bill* of particulars may be required; *Ultimate facts only* to be pleaded; Muser, **17**, 501. *Joinder* of claims for *penalty* and for *damages*, bad; Sullivan, **11**, 848.
- DISMISSAL.—Not granted on motion; and affidavits of no jurisdiction; *Hollander v. Baiz, **41**, 732.
- DISTRIBUTION of *proceeds* of *sale*. *Equitable* claims; Wright, **14**, 53. Claims *barred after* distrib.; Tucker, **20**, 129; Mulford, **18**, 455. *Priorities*; Velox, **21**, 479. Grapeshot; Arctic, **22**, 126; Gratitude, **42**, 299. See *Liens*, p. 101.
- EXCEPTIONS.—To value of *vessel*, disallowed; Havener, **50**, 232; La Champagne, **53**, 398.
- FEEs.—See *Clerk*, p. 45. Of Marshal, commission on *value*, keeper; Sec., 829, Brockway, **49**, 161.
- FIFTY-NINTH RULE *confirming* the introduction of a *third vessel*, *defendant*, by *petition* and *process* therefor. *Contribution* among wrongdoers in admiralty. Several suits conflicting; parties in equity. Rule 51. Supplemental or cross bill. New defendant under Code, §820; English Judicature Act of 1873. District Court has power over *Practice* and *Proceedings*; *Origin* of; *Hudson, **15**, 162. See *Collision*, p. 72.

The *Rule* is necessary to prevent a failure of justice; See instance in Ludwig Holberg, 157 U. S. 60, 71; It is applied by *analogy*, requiring the *apparance* of any *additional* defendant bound to pay the claim, or to *contribute*, or to *indemnify*; *Alert, **40**, 836; 10,000 Feet of Lumber, **68**, 916 (N. Y. & Porto Rico, 155 U. S. 523, Barnstable, 181 U. S. 464); Chrystie, **92**, 3; in *collision* cases; Mercedes, **108**, 559; †Float No. 4, **89**, 877; Chalmette, **93**, 500; *falling bins*; d. *Hastoff, **110**, 669; loss of rice by *topheavy* lighter capsized, *Smith v. Booth*, **110**, 680; introducing *charterer*; *Alert, **56**, 721; S. C. **61**, 504; Centurion, †**57**, 412; *bailee*, liable for salvage; Bath 13, **61**, 692; *Object* of; *purchased* claims; *Gulf Str., **58**, 606; new *deft* must answer the *petition*; Greenville, **58**, 805. *Forced intervention* of *charterers* bound to indemnify; European practice; *Alert, **40**, 836; Partial decree, do., ***44**, 685.

FOREIGN COURTS.—No *release*, on attachment of vessel; notice to shipper required; Conventina, **52**, 156.

GARNISHMENT.—Upheld against *fraudulent assignment* of a debt on stock note; Prentice, **78**, 106.

INJUNCTION.—Against improper *interference* with *Court Rooms*; Lyman, **55**, 29.

IN REM PROCEEDINGS.—None in *Europe v. ship alone*; †Sundberg, **43**, 83; when introduced in England, doubtful; McCullough, **55**, 111.

INTERVENTION by *shipwright* in *possession*, or as *claimant*; Two Marys, **12**, 152; by *owner*, in suit by *master* as *bailee* of tow and cargo; Mercedes, **108**, 559. By *Master* and *crew* in *salvage* suit; Rudolph, **39**, 331. *Forced* intervention of defendants bound to pay or indemnify; see *59th Rule, ante*.

INTERROGATORIES.—In *Libel* are confined to *issuable* matter; not required to produce *letters* as mere evidence; Havemeyer, **43**, 90. None on *new* matter; Baxter, **32**, 296. 23d Rule; *allowed* in the *answer* to *libel* for non-delivery of goods as per B/L, in order to make *the true issue known*, whether *negligence* or *unseaworthiness*; *Mexican Pr., **70**, 246; defendant is *privileged* from answering interrogatories involving a *penalty* or *criminal* charge, such as insufficient *life-boats*; Bourgoigne, **104**, 823.

JOINDER.—Of *vessel* and *owner* in *collision* causes not allowed; revival in *personam* after 19 years refused; Mayor, etc., **59**, 617; of claim in *rem.* and in *personam* on *charter-parties*; Baracoa, **44**, 102, and see Castro, **12**, 250; Atlantic, **16**, 279; Grand Rep., **10**, 399; Rudolph, **39**, 331; Douse, **48**, 695. Of claim for *penalty* and for *damages*, bad; Sullivan, **11**, 848.

MARSHAL; See p. 109; *fees* on dismissal paid out of claimant's deposit; Georgiana, **31**, 405. See *Process*, p. 122.

NOMINAL DAMAGES.—Will not sustain *libel*; arbitration refused; Munson, **99**, 787.

PARTIES.—*Suit* in behalf of *all interested* is in control of *libellant* till *decree*, or others come in; †Kerr, **9**, 50. Cargo owner may sue for *self* and *insurers*; Anchoria, **9**, 841. *All* entitled on *same facts* may *join* or *come in*; Anchoria, **9**, 841; Grand Republic, **10**, 409; *Defendants, forced intervention*; see *59th Rule*, p. 120.

Libel by *master*, as *bailee* of tug and tow; substitution; Mercedes,

108, 559. Libel to use of libellant and insurers. Exceptions. Authority. Identification of goods; Anchoria, **9**, 840.

Parties. Sub-Employee of chief salvor having a lien, may be co-libellant; his independent libel not dismissed; *Venezuela, **50**, 607.

PLEADINGS.—See Amendment, Joinder, ante. Submission on, no presumption of unproved matter; Mersey, **48**, 626.

PROCESS.—See Attachment, Garnishment. Under Sec. 934, Marshall may by order take possession from collector; *Conqueror, **49**, 99; vessel in assignee's hands is not in custodia legis; is attachable without leave; receiver; Roy, **59**, 784; in Cir. Ct. may be served in plff's district against foreign corporation; Old Dom., **48**, 1; to be served on depository of State Court, if latter has no jurisdiction of a part of fund; *Vigilancia, **63**, 733. For a penalty, must refer to Statute; Rose, **14**, 681.

May be served on local agent of a foreign corporation having any business here; Hat Sweat, **31**, 294; Chrystie, **92**, 3; Summons for forfeiture, statute not endorsed; objection waived by general appearance and laches; Riley, **88**, 480. Appearance in order to except, no waiver; service sufficient on officer or agent of corporation in the District, if it has property or business therein; large trust leasehold in vessels; Reilly, **109**, 349. Service on agent of corporation; Slocum, **42**, 235; set aside; Neptune, **37**, 159; Rose, **14**, 681.

REFERENCE.—Fees of, payable by party for whom incurred; witness; Scott, **8**, 420.

RE-HEARING.—Not after assessment of damages, on disputed evidence; *Havilah, **39**, 333; denied, unless mistake is shown; Vaderland, **19**, 527.

REMNANTS AND SURPLUS.—See LIEN, Surplus, p. 105.

REVIVAL.—After nineteen years, disallowed; Mayor, **59**, 617.

SECURITY.—See Bond; Cross Libel, p. 120. On appeal need not be duplicated; Brantford City, **32**, 324. When liable for interest; Maggie M., **33**, 591. Costs denied for demanding excessive security; Floats, **50**, 573.

Security by respondent in personam. District Court Rule 44 amended; old practice under warrant. Rule 17; Rawson, **15**, 831.

SERVICE OF PROCESS.—See Process, ante.

STATE PRACTICE.—How far applicable, Castro, **12**, 259; not, Sturgis, **19**, 810.

STAY.—See Bankruptcy, p. 31; granted till trial of same issue in State Court; Tubal Cain, **9**, 834.

SUPPLEMENTAL.—Libel does not cure defects of original; Henderson, **38**, 36.

SUP. PROCEEDINGS.—See Receiver, p. 124. Order to pay over not defeated by fraud; Lilienthal, **37**, 241.

TENDER, and payment in Court, a continuing offer to be accepted any time, less costs; Rossend Castle, **30**, 462.

WITNESS; privilege of, the Court must be able to see the danger; McCarthy, **18**, 87; see Bankruptcy, p. 32; Witness, p. 140.

PRESUMPTIONS. See Lien.

Of an abandonment of derelict, when not followed up; Mersey, **48**, 686; of negligence, on explosion of refinery, till care is shown; Davis, **61**, 631.

Captain is not *general agent of shipper*; T. A. Goddard, **12**, 174; is *charterer's agent* when going *outside of charter limits* at latter's request; *Donkin, **49**, 379; previous *similar acts*, proof of agent's *authority*; Prentice, **58**, 702; †Sun Assn., **95**, 485; do. Hamburg Co., liable for *misrepresentations* by its London *agents* as to *steerage*; Normannia, **62**, 469; authority to give *general lien* for letters of credit upon all *freights*; *Kate, **63**, 707; not on *vessels*; *Allianca, **63**, 726; not applicable to two *co-operating* tugs, under the lead of *one*; Emperor, **61**, 990. An *agent* who is *consignee* & receives the goods, is liable for freight & demurrage; *Gates, **37**, 154; Henle, **44**, 101. *Foreign agents*; Authority to bind shipowners; *Suliotte, **23**, 919; "Ships' agents," authority of; *having funds* cannot bind *ship*; Foreign owners bound *personally* for *supplies*; *Berwind v. Schultz, **25**, 912, 918. See **29**, 708; **34**, 623; Rambler, **66**, 355.

Collecting agent not liable for collections on *forged endorsement of pension draft* after *payment* over to *principal* without notice; Am. Exch. Bk., **70**, 232. Principal entitled to *follow* collections on its *mortgages* in the hands of a *receiver* of its agent; *book-keeping entries* no estoppel; Jarvis-Conk., **78**, 61. Agent having *lien by agreement*, on all *freights of the line*, for letters of credit; *Kate, **63**, 707; not on the vessels; *Allianca, **63**, 726. Agent's contract for principal's benefit signed in his own name "for" the principal (named) binds the latter; †Sun Assn., **95**, 485. See *Ship's Agents*, p. 132.

PRIZE. See *Piracy*.

PROBABLE CAUSE.

Certificate to officers gives protection for seizure; Section 970; *Neutrality*; City of Mexico, **25**, 924.

PROCESS. See *Practice*, p. 122.

PRODUCTION OF DOCUMENTS. See *Witness*, p. 140.

Ordered, against a *fictional corporation*; *Horgan & S., **96**, 319. Not required; *privileged* in a suit for *penalties*; Newgold, **108**, 341. See *Interrogatories*, p. 121; *privileged*; Bourgogne, **104**, 833.

PROTEST.

By *master* after owner's *acquiescence* in charterer's demand, ineffectual; Menantic, **88**, 308; *saves* the effect of a *receipt in full*; *Durchman, **101**, 606; *ineffectual*, as against the *usage* to deliver a tea cargo in the N. Y. *tea district*; *Hewlitt, **105**, 80. Protest against *risky voyage*, absolves canal-boat; Niagara, **20**, 152.

PROXIMATE CAUSE.

Negligence in not at once *beaching* a sinking canalboat after collision; †Transfer, 8 & Wat., **88**, 551. On insurance of broker's commissions for *getting a charter*; *negligent delay* in *starting* after a collision, and not sea perils, held to be proximate cause of failure to arrive in time; Ruger, **90**, 310. Water damage from an open port in a cargo compartment, opened while loading; *defi-*

cient watch, or *heedless stowage* under that port held the cause of loss; Manitoba, **104**, 145. *Topheavy loading* the cause of a subsequent lurch in a port of distress; Oneida, **108**, 886. *Inattention to topheaviness from ice aloft*, the cause of lurch and sinking in slip during discharge; Germanic; **107**, 294. Negligence in navigation, the cause of *stranding*, not the *changed use* of a chartered vessel to collecting *war news*; *Ely*, **110**, 463. *Defective pin*, not a change of *yacht's use* to the Harlem River, the cause; Sutcliff, **110**, 560.

RATS. See *Carriers, Damages, Italia*, **59**, 617.

RECEIVER.

In supplementary proceedings, appoint a *different* one from State Courts'; Collusion; Young, **27**, 241. Priority of right depends on *possession*; Roy, **59**, 785.

REMNANTS AND SURPLUS OF SALE. See *Practice, Lien, Priority*.

Only *liens* preferred to Mortgagee; Application of payts.; Campbell, **40**, 906. Mortgagee's *petition* good as against receiver; *Advance, **63**, 704.

REMOVAL OF CAUSES.

Separate controversy. Mining Co.; *fraud* of trustees. *Suit* for whole capital and for profits. Election, joint and several tort, see 21 Blatch., 392; Langdon, **18**, 5; Gill, **19**, 145. All *motions* pending on removal, to be heard; such as re-settlement of order before General Term; but not appeals proper, or re-arguments; Milligan, **17**, 465. *Insurance policy*; Interpleader; Construction of Act 1875; Constitution. "Citizens of different States"; a single cause of action, if parties on each side are of different States, may be removed by either plaintiff or defendant under 2d clause; Mutual Life, **21**, 85. At *first term*. Divorce. No jurisdiction. Remanded by court itself; Johnson, **13**, 193.

Necessary parties; N. J. Ferry Co.; Ambiguous pleading; Mayor v. N. J. Co., **24**, 817; Declaration of *intention* to be citizen, don't prevent foreign *passport*; Call on calendar is not a *trial* begun; Malloy, **25**, 673. Equitable unrecorded title to patent v. *bona fide purchaser*, Sec. 4898; is a *Federal question*; Amer Button Co., **47**, 741.

REMOVAL OF PRISONER. See *Criminal Law*.

To *remove* under an indictment, it must show a crime triable where it was found; lottery letters; offense in *two jurisdictions*; *Horner, **44**, 677.

Procedure under Sec. 1014 R. S. must be according to *State practice*; in New York, defendant may always show want of "*probable cause*" by evidence in his own behalf; and hence similarly under §1014. An *indictment* containing *contradictory* or *incompatible statements* and only general charges of *fraud*, without any specifications, is *insufficient* as an affidavit when denied, to show probable cause; Court cannot overrule the Commissioner's finding if there was reasonable evidence to sustain it; *validity of indictment*, as dependent upon the proper *empaneling* of the Grand Jury, referred to the *trial Court*; *Greene & Gaynor, **108**,

816; **109**, 941. Removal not refused for alleged *insufficiency* of indictment, unless *clearly bad*; Yennie, **74**, 222. *Libel* in the District of Columbia is not an *offense against the U. S.*; nor if so is it a *removable offense* under Sec. 1014; *contradictory* indictment is not good as an *affidavit*; Dana, **68**, 886. Defendant may be held for a *different kindred* offense than that named; variance; Price, **84**, 636. *Issuing a free pass* is not *criminal* under Act of Feb. 4, 187, without *transportation* under it; d. Huntington, **68**, 881.

REPAIRS AND SUPPLIES. See *Lien*, p. 104.

On charterer's or owner's order, *personal credit* presumed, though in foreign port; but this is *prima facie* only. Good faith necessary, and a common intention to bind the ship. *Charge on books* inconclusive. Home port. No lien in State where either owner or charterer is *known to reside*; Francis, **21**, 715; on charterer's check; Francis, **21**, 921. *Rope* necessary to unload; lien for. Ship's agents' authority. Secret agreement with stevedore does not affect lien; Ludgate, **21**, 431. Presumed credit of ship. Secret agreement with captain no defense; New Champion, **17**, 816; same; priority over earlier mortgage; Vanderbilt, **19**, 219. Marshalling. *Priorities*; *Concurrent claims*; Tucker, **20**, 129; Velox, **21**, 479; Grapeshot, **22**, 123; Gratitude, **42**, 299. *Personal Credit Only*. Wm. Cook, **12**, 919; Francis, **21**, 715, 921. *Salvage*; *Apportionment*. Adams, **19**, 79; Markham, **22**, 743.

Concurrent claims; Marshalling; The Grapeshot, **22**, 123; Lien for, not allowed, *pendente lite*, **22**, 123; Specifications for verification; The Arctic, **22**, 126; Credit to foreign agent having funds; Ship not liable; *Suliotte, **23**, 919; Same; *Presumption of lien rebutted*; Duty of inquiry; Foreign principal liable when credited, though vessel not liable; †Berwind v. Schultz, **25**, 912; Part owner's note not a satisfaction; No equitable estoppel by *chance conversation*; *Nominal registered owner not liable*; Borland v. Zittlosen, **27**, 131.

RES JUDICATA. See *Collision, Lim. Liability*.

Dismissal in State Court in personam because *no negligence*, bars suit *in rem*; stenographer's notes; City of Rome, **49**, 392; *foreign decree* not binding here on application for injunction on infringement of trade mark; Hohner, **50**, 369. *Foreign judgment in action on master's bottomry draft*, holding sale of ship and cargo unauthorized, not binding between *other parties* on a *policy of insurance*; DeFarconnet, **110**, 405. Of same matter, as between *two defendants*; Lincoln, **25**, 843.

RECISSION.

Of contract, or charter, thenceforward; Re Kelly, **51**, 194; by *withdrawal* of vessels; *Freights of Kate, **63**, 723. Right of, waived; Bloomingdale, **105**, 384; Practical abandonment of *charter-use* on *break-down* from unseaworthiness; *Ronalds, **109**, 905.

RIPARIAN RIGHTS.

Do not attach to sale by State of *land under water*. When intent excludes. *Exterior street cuts off*, East St., Tompkins St., East River and 22d St. City's

title. *Wharfage*. Incorporeal grant. City controls. Basin of 147 feet along bulkhead left to plaintiff, sufficient. Injunction denied; Peoples Ferry Co., **21**, 90. Hudson River and 12 Ave. exterior wall. City's Lease with wharfage rights, passes to sublessee of a part, subject to limitations of lease. Injunction modified. *Compensation* before destroying wharfage under Act 1871; Pa. & R. v. Mayor, **21**, 97.

SALE BY ORDER OF COURT. See *Auction Sale*, p. 22; *Bankruptcy*, p. 25.

SALVAGE. See *Bottomry*, *Stranding*, *General Average*.

Former distribution and release not disturbed; *Deviation* and *risk* by salving vessel; allowed *two-thirds*; Markham v. Simpson, **22**, 743; *Fire*: Pumping, some benefit, \$3,500; Rio Grande, **22**, 914; *Cotton fire*: *Towage*, on \$32,000, \$750, reduced to \$350; †S. B. Baker, **23**, 109; *Rudderless steamer*; *towage*; *repairs* to salving vessel; cargo; costs; *cases compared*; \$26,029 allowed; Alaska, **23**, 597; *Cotton fire*, East River; *towage*, slight service, \$50 allowed; The O. M. Hitchcock, **25**, 777; *Fire* in oil works, Bushwick; *Towage*, lighters, naphtha, \$200 allowed; The Oregon, **27**, 871. Should be *apportioned*, as between ship & cargo; Col. Adams, **19**, 765; *Danger*. *Deviation*. Suit for share. *Arbitration*. *Award* as *towage* binds the *parties only*. Suit for all entitled, not a trust; †McConochie, **9**, 50. Insurers *directly* liable for; *Int. Nav., **100**, 304.

Apprehension of danger. *Life salvage*, awards moderate; Plymouth Rock, **9**, 413.

No salvage for merely *helping* after danger passed. *Towage*. Costs denied; Plymouth Rock, **12**, 927.

None to *meddlesome tug*, Husted, **36**, 604; at Man of War rock; Pohatcong, **77**, 996; same at a *slight fire*; Transf. 9, Mss. 1623; *Towage* in H. Roads *ten hours*, \$7,500, and \$4,800 damage to propeller key; no costs; Benison, **36**, 793. *Suit in personam*, request of salvage *implied*; Baxter, **38**, 668. *Lien* on domestic vessel; pay not wholly contingent; Chapman, **38**, 671; *Temporary abandonment* on Jersey coast, master watching, \$1,500. Master and crew *intervene*; Rudolph, **39**, 331. *Ferryboat* stranded at Negro Point; misrepresentation, \$300. Two thirds to owners; Rumsey, **40**, 909. *Towing* helpless steamer fifty hours, Hateras to New York, \$8,200. Tancarville, **45**, 903; *brave rescue* of three scows and men *adrift* at sea, \$5,000. 25 per cent.; Scow 9, **45**, 901. *Capsized scow derelict*; delay at unsafe wharf, deduct damage by getting *adrift*; Scow 19, **46**, 406. Salvage at sea *completed and earned before port reached*; *sailing away* from the salvor; \$8,500 allowed. Veendam, **46**, 489.

Allowed to tug agst. her *tow*, where tug was *not negligent* and the tow sprang a leak in rough weather, requiring a *deviation* to Newport; equitable relation, moderate award, \$800; City of Haverhill, **66**, 159. *Insurers* who employ are personally liable if insured fails; Rule 19; Chapman v. Prov. Wash., **68**, 932.

"*Liberty to tow*," &c. don't authorize *salvage*, to the known *sacrifice* of perishable cargo, without *compensation*; *Wells City, **57**, 317; ½ of the *value* means *net* value deducting liens and duties; Alert, **56**, 721; helping to *beach* a *sinking* boat, \$200; *excessive security* required; *no notice*; *no costs*; Float 5; **50**, 573; Ocean W., **53**, 284, *use of boat in trade and commerce*, not *essential* to; *baillee* liable for; Bath **13**, 61, 692.

APPORTIONMENT.—Between *owners, master and crew*; See Louisiana, **34**, 663; *Florence, **65**, 248; Winifred, **102**, 988.

AT BATTERY.—A backing tug with *steam escaping*, saved after collision; *doubtful contingencies*, \$475; Garrett, **55**, 90.

CONTRACT, made at sea, under *pressure*, of *little weight* in admly.; \$1000, broken shaft off Long Beach, *sustained*; Schiedam, **48**, 923; for *stranded vessel* at Progresso, *reduced* to \$2000; Jones, **48**, 925; contracts on land for a salvage service, fairly made, enforceable; *distant expedition* to Baranquilla; cargo uncertain; *agents' approval*; not *personally liable*; "*half value*" means half *net value*, deducting liens. Alert, **56**, 721.

FIRE.—Salvage from fire by *two sets* of salvors. Naphtha. Allowed *15 per cent.* on *ship*, \$6,500, and 25 per cent. on *naphtha*, \$7,553, \$2,863.25 Third salvor, the *Joe*, allowed \$35. Also \$100 to *man falling* in hatch; Cyclone, **16**, 486.

Apprehension of danger enough. 7 per cent. allowed. No libel in *rem* or in *personam* against *sovereign*, or property in possession of its own officers, or in the *public use*. Comity. Suit in *rem*. lies against *private bailee* having government property in his possession. Immunity from suit must be proved, by proved agent or Attorney-General. Two cutters contracted to be taken to Vera Cruz. Suable; Long v. Progresso, **16**, 491.

Lighter flooded, Prentice's Stores, wrong *interference* by *fire Department*; \$400. Lighter 14; **53**, 143; two barges *towed away* from 45th St.; suit before notice; no *costs*; \$250; Ocean W., **53**, 284; *Cotton barge*, Hoboken; six tugs take it rightly to Erie Basin, contrary to owner's orders; \$2000; Georgia, **53**, 933; *cotton fire, hauling from slip*; service incidental to *fire dept.* as *principal*; \$1000 and \$50, Barnegat; Montana, **55**, 92; hauling *burning vessel* out of slip from *alongside another* endangered; former *alone liable*, several tugs; \$4000; Atlanta, **56**, 252; to *ferryboat* towing steamer away from a neighboring *fire on dock*, \$2500; and to *self-sacrificing master* \$1200; Kaaterskill, **48**, 701; in *cabin of oil schooner*, nine tugs, \$4000; special allowance to *hoseman*, and \$100 for alarm whistles; Lydia, **49**, 666; *hauling from slip, danger feared* from adjacent fire, *not real*, \$125; Swan, **50**, 447; in *slip*, city fire boats the chief aid; *policy* to compensate tugs *helping*; \$200; Despatch, **50**, 610. *Towing from Pier 8*, \$2000. $\frac{3}{4}$ to owners; Louisiana, **34**, 663.

On *dock*, \$100 allowed for *brief service* to a float of small value; Float No. 6, Mss., 1421. In *Slip 32 E. River*, 12 tugs, in part, *sham service*, \$2,000 allowed to Floats 1 to 4; **64**, 887. Steamer *afire, towed from burning pier*; fire put out; \$7500 *apportioned* among 37 tugs; Carnie Hill, Mss. 1449. On *pier, towing away*; other tugs near, short service; only a *moderate allowance* in such harbor cases; \$500 allowed on \$5400 value; *Hanchette, **76**, 1003. At Red Hook, *burning schooner* hauled off and saved; \$950 allowed 4 tugs on value \$9600; Wac-camaw, Mss., 1621. At Atlantic Dock; deck hand, for personal *danger* incurred, allowed \$50; the rest \$250, *Fire Department* present; Roman P., **88**, 336. Award should not absorb whole value; Digest of cases; †Lamington, **86**, 675, Mss., 1523.

Hemp cargo at Progresso wharf; \$2100 allowed on value of \$55,000, four fifths to owner; Merjulo, **68**, 935. *Tugs working with the land fire department*,

to be allowed *something*, if their pumping is *useful*; \$100 to \$300 allowed various tugs; Gen. Knox, **74**, 575. At Hoboken Docks, *23 tugs expedite* the steamer Kaiser Wilhelm, already *slowly* backing out; chief service about 20 minutes; \$20,000 allowed on \$2,000,000 value; one third to officers and crew, double share to captains, *charterer* takes *tug's* share on a charter of *demise*; Kaiser Wilhelm, **106**, 963. Same Hoboken fire, *41 claimants*; *pumping* and *towing* the Bremen to the flats, after she had drifted out of the slip through the *suction* of the Kaiser Wilhelm; *wrongful landing* by six tugs of the *burning Main* alongside the Bremen, thus *renewing* and *protracting* the fire *on each*; *no salvage* allowed the six *negligent* tugs; one other captain *disallowed* any share for his grossly *untrue* testimony; *special damages* allowed to some tugs \$37,000 awarded; *apportionment*; Bremen and Main, **111**, 228. Fire in Erie Basin; an hour after its outbreak 6 tugs haul away the vessel, which had previously put out some fire on her deck; \$3450 allowed on value, \$230,000. A *percentage* is not in itself a proper independent basis of award; Coya, **108**, 413. For "*standing by*" as requested during a fire in Erie Basin, \$75 allowed; River Belle, Mss., 1151.

DEVIATION.—By Salvor, if *unnecessary*, renders ship liable for any *special damage* caused to *salvor's* cargo. Necessary deviation *justified*, without liability under the Harter Act of 1893. Schwarzchild, **74**, 257.

DRIFTING.—On Delaware *breakwater* prevented; *extreme peril*, short service, one eighth allowed on value and \$100 to master, namely, \$3,466; Bark Rita, **88**, 533. \$150 allowed for going out and anchoring a barge of a broken up tow, Haverstraw; Brennen, Mss., 1119.

HARBOR TUGS being on the ground and in abundance and the service incidental, only *moderate* awards to them are justifiable for salvage in the harbor; *Hanchette, **76**, 1003; Kaiser Wilhelm, **106**, 966; Eureka, No. 8, Mss. 1825, *ante*.

ICE.—"Standing by" for 13 hours in ice, benefit presumed; \$250 allowed on \$3,000 value; Hndson, **68**, 936.

IN HELL GATE.—*Aground at Hog's Back* in fog, pumping, \$750; L. Miller, **48**, 121; *shaft* broken, *danger* disputed, liable to go *ashore*; help by passenger str. 20 minutes, \$1,000; Trans. No. 1, **53**, 610.

NEGLIGENCE.—When the *service* was made necessary by the *salvor's own negligence*, no allowance; tug and tow stranding; Taurus, **63**, 137; Taylor, **52**, 323; if by *joint negligence*, tug may recover back the amt. *paid* by her, except costs; Stone, **68**, 934. *Salvors liable* as *bailee* for lack of *reasonable care* of the vessel salvaged *after* the service; boat left *unwatched* and *sunk* in slip; *Serviss *v.* Ferguson, **84**, 202; *negligent landing* of *burning vessel* on Hoboken flats *alongside* another, *protracting* the fire *on each*; no allowance; Bremen and Main, **111**, 228; Smith, **59**, 615.

SALVOR.—A *tug* may be a *salvor* to her own *tow* springing a leak; \$800 allowed; City of Haverhill, **66**, 169. The *salved vessel* may become *salvor* through the break-down of the latter while towing to a port of refuge, allowed \$750; Merritt, **106**, 970.

When unavoidably colliding with a moored vessel in rendering a salvage service (Erie Basin), *salvor* must *pay* the *damage*, and may be *allowed* it as a salvage *expense*; Ashbourne, **99**, 111. Salvor should *deliver* salvaged

vessel promptly, when owners are ready to make compensation; \$25 deducted from \$100 award for *unreasonable delay* in delivery; Float 20, Mss., 1422.

SEARCH, for missing vessel, not found; no *Salvage* award, or *lien*, except by contract; Soule, 95, 483.

STRANDING.—After *scamcn discharged*, seven who saved *specie cargo* allowed \$1,000; *master none*; Roncador; Aguan, 48, 320; on Brigantine Shoals, Merritt Co. *chief salvor*, allowed $\frac{2}{3}$, and sub-helper company $\frac{1}{6}$, as $\frac{1}{2}$ of a *pro rata* on the outfit of each; both *libels* sustained; *Venezuela, 50, 607. At Long Branch great difficulty and danger; ship unloaded before floating, separation thereby of the interests of ship and cargo; salvage plant value \$400,000; award \$160,000 on \$4,000,000 value, 1.45 per cent. on *specie cargo*; 6 per cent. on ship; *St. Paul, 82, 104. At Santiago, sanding of machinery; *wear and tear* is an *incident*, not usually paid for separately; \$7,100.84 allowed to steamer, \$815 to tug; Niagara, 89, 1000. Opposite Blackwell's Island, *grounding in fog*, \$250 allowed for services to a tug and 3 tow-boats; Moonlight, 72, 282.

TOWAGE.—Broken shaft 140 miles from Sandy Hook in *heavy sea*; award \$8,500 and expenses \$1,845; *four fifths* to owners; Harter Act *diminishes liability* to cargo; *Florence, 65, 248. Loss of *rudder*, *salvor* acting as *rudder* for nine days into New York, losing four days; \$8,000 allowed on \$100,000 value; Hasbave, 71, 742. Steamer disabled, towed 250 miles to Nassau, three days; large values, award \$23,000 and \$1,500 expenses; special allowances to officers and seamen; Winifred, 102, 988.

VESSELS ADRIFT OR DERELICT.—Five scows *adrift* in Harlem Riv. liable to damage *other vessels*, \$750; Scows, 50, 227; three scows *adrift*, *sixty miles* from Sandy H.; much ice, storm and *cold*; $\frac{1}{3}$ of \$26,000 value; Luckenback; Scows 3, etc., 50, 570; *derelict* schooner towed in from sea, 70 per cent. allowed, \$3,815 including a *stranding expense* at *salvor's risk*; also 2,000 expense for *towing* to N. Y. for 'common benefit; Smith, 59, 615; Boat *adrift* near Mill Hook; \$125 allowed; A. Drexham, Mss., 1228; \$125 allowed for *half hour's towage* of tug and tow partly disabled in *Hell Gate*, imposed on *tug in fault*, Three Brothers, Mss. 1188.

Schooner *upset* by cannon ball off Sandy H.; *continuous salvage* service by one tug and *successive helpers*; no *abandonment*; bad care, expenses; sails stripped; 75 per cent. of the small value, *pro-rated*; Tilton, 53, 139; City Bath house built on boats *adrift* by neglect of *bailee*, is a vessel subject to *salvage*; \$350; Bath No. 13, 61, 692.

SEAMEN.

See *Liens, Pers. Injuries, Repairs and S., Fishermen.*

Minor's wages belong to *father* supporting him; no *lien* when mate for father, who agreed to pay expenses. Virtual fraud; Hattie Low, 14, 880. Seaman's *wages*. *Consul's discharge*. *Double punishment*; Paul Revere, 10, 156.

Personal injuries. Going down *poop ladder*. *Unsafe*. *Warned*. *Own fault*; Privateer, 14, 872. Entitled to *care and treatment* at *ship's expense*, to *heal*

his *hurts* received on board ship, though *negligent*; City of Alex., **17**, 390; in unloading. *Open chain-locker hatch*. Ship held; Helios, **12**, 732.

Lien for working machinery for owners during Govt. *experiments* on Destroyer, **56**, 310; allowed, after a *forced discharge* at Hong Kong, without any *hearing* on the merits before Consul; Sachem, **59**, 790.

Lien on ship run by charterer; *waiver of rights* is not presumed nor upheld; International, **30**, 375; *Desertion*; *Cruelty* not proved; Wages disallowed; Rothemay, **34**, 80; *Disabled* and abandoned; £7 penalty; §209, Mer. Sh. Act., Harvey, **35**, 367; *Raleigh, **32**, 633. *Getting seamen* on master's request, is *maritime service*; Haveron, **88**, 301.

Advances; Dingley Bill; Foreign shipments; *Vouchers denied*; State of Maine, **22**, 734; *Insubordination*; *Discipline*; *Forfeiture*; *Justifiable*; *desertion*; Alvena, **22**, 861; *Shipping articles*; Voyage, when ended; *Disrating*; Master's profit on sales, 10 per cent.; Edwin, **23**, 255; *Expense of cure*; Dingley Act; Discharge; Extra wages; W. L. White, **25**, 503; *Extra pay* ranks as a lien with wages; Libel filed as on *discharge*, bars subsequent claim; C. L. Baylis, **25**, 862; *Articles*; *Forfeitures* imposed in excess of Statute void; *absence* without liberty don't forfeit *entire wages*; San Marco, **27**, 567.

Advance Notes. Valid for 10 days in indorsee's hands; Duncan, **19**, 521. *Desertion*. Two modes of proving; Yosemite, **18**, 383. Mere absence not. Punishment of; Brink, **18**, 605. See *ante*. *Discharge by "Consent."* §4582, construed. Ship sold. Extra pay; Gove, **19**, 523. Priority. See *Lien*, p. 104. Dutch Code. Stevedore, &c.; Velox, **21**, 479. *Shipping Articles*. Defects, when immaterial; Gove, **19**, 523. *Control* in case of doubt, though avoidable; Elvine, **19**, 528. *Interlineations* suspicious, and disregarded. §4575. R. Vaux, **20**, 654. See *ante*. Terms for *no definite terms*; Yosemite, **18**, 331.

SHORT ALLOWANCE.—*Change of route* from China to go around *Cape Horn*; neglect to call for *additional supplies*; *scurvy*; Sec. 4568; ship liable; Oakes, **82**, 759; same; fault *not proved*; Pactolus, **88**, 299. See Heathcraig, **108**, 419.

WAGES.—*Fines* against not allowed; Alps, **19**, 139. *Forfeited* by desertion. Leaving Yacht. *Entry in Log*, unnecessary; Yosemite, **18**, 383; by *misconduct*, do. 331. *Not attachable*; City New Bedford, **20**, 57. *Wages of trip forfeited* by *desertion*, brick barge; Walsh, **36**, 607; voyage *broken up*, tender to date with voyage home, sufficient; Frank, & W., **45**, 488; shipped by *master*, running on *shares*, *not known* to seamen; *owner liable*; Russell, **46**, 200.

Wages on *discharge* after articles signed, before voyage begun; Sec. 4537 R. S.; *extra wages* and *suit in rem* allowed; St. Paul, **77**, 998. C. L. Baylis, **25**, 862. *Offset*, alleged *smuggling*, fine, *settlement* before Consul, *Maracaibo, **79**, 809. *Desertion* at Honolulu, *sham hearing* on arrest; Consul's *certificate* not evidence; †Babcock, **79**, 92. Wages *begin* from the day articles are signed, if the Seaman arrives on ship the same day; *adverse decision* by Collector prevents *penalty* on ship; Sec. 4529; Phillips, **106**, 956. Seaman allowed \$550 for officer's neglect of seaman's *hurts* from a *fall*; Tinandra, Mss., 1426.

See *Carriers, Collision, Harter Act, Seaworthiness, Unseaworthiness.*

Cargo damage ascribed to, after unusual or long continued severe weather, on proof of previous inspection and good condition; Mauna L., **76**, 829; Linklater **88**, 526; *Aspasia, **79**, 91; broken rivet; *Sandfield, **79**, 371; Broken rivets in tank; *Ontario, **106**, 324; propeller key broken, collision before sailing around Cape Horn; repair, certificate; Homberg, **106**, 960. Water-way leaks, rough voyage around the Horn; Sintram, **64**, 884; Guadaloupe, **92**, 670.

Insufficient excuse; foundering of a tender ship; heavy deck load; Colima, **82**, 665. Glycerine cases adrift; good loading not sufficiently proved; †Frey, **92**, 667. Rolling over in slip; topheavy with ice aloft; Germanic, **107**, 294; same, by original bad loading; port of refuge; Oneida, **108**, 886. Cargo-port wrongfully opened during loading; insufficient watch of ports, or care in loading; Manitoba, **104**, 145. Port for light, not closed in stormy weather; *Sylvia, **64**, 607; Leaky deck; *Mary L. Peters, **68**, 919. Repairs insufficient after hurricane; Guadaloupe, **92**, 970. Tank broken by an over-loaded stanchion; other stanchions not in place; Kate, **91**, 679.

Explosion by detonators; water finds its way through the hole into an adjoining compartment where sugar is damaged by the water; sea peril; †Booth, **64**, 878. See Harter Act, p. 97.

Passing safe harbor, Huntington, with tow when weather not threatening; subsequent storm, grounding; sea peril, not liable; Burnett, **56**, 266; pulling out bitt of dumper towing in a high sea, subsequent care; Veit, **56**, 122; blizzard, unexpected ice floe, E. R. carrying away moored vessels, excused. Trans. No. 2, **56**, 313; don't embrace wetting baggage through broken port, unexplained; negligently going full speed through wreckage; †Majestic, **56**, 244; hole caused by accidental log on shoal in slip, Penn. R. R., **56**, 301; rat holes in lead pipe, preventable; †Euripides, **52**, 161; **63**, 140; Italia, **59**, 617; Vinegar casks broken in heavy weather, staves and marks not preserved; America, **59**, 787; Oil damage to plumbago in heavy weather; stowage good; *Dunbritton, **61**, 764; needless sacrifice of cattle in storm; *Hugo, **57**, 403; **61**, 860; opening of deck seams in heavy weather is a sea p.; †Euripides, **52**, 161; heavy weather excuses for casks broken; stoves not preserved; America, **59**, 787; for leaking of oil pipes on plumbago; *Dunbritton, **61**, 764. See *Perils of the Sea*, p. 114.

SEAWORTHINESS. See *Damages, Gen. Avg., Carriers, Sea Perils.*

Depends in part on knowledge and usage; Titania, **19**, 101. Requires proper loading and ballast, not top-heavy; Summer, &c., **20**, 249. Nor overloading in center to break keel; Excellenzen Sibbern, **19**, 536.

Warranty of, by carrier implied; Latent defects; Summer, **20**, 252; Titania, **19**, 107; Hubert v. Recknagel, **13**, 912.

Tow held seaworthy, though deck and top-sides poor; Taurus, **63**, 138. Sufficient, if the ship have means adequate to repair temporary defects whenever required; *Mexican P., **70**, 246; **82**, 484. When presumed; *Leeming, **70**, 251; is reasonable fitness for the voyage; inferred on proof of competent inspection and certificate; damage after much rough weather ascribed to sea perils; *Warren Adams, **74**, 413; M. Reg., May 8, '95; same, tea damage; Sintram, **64**,

884; same, *port of refuge, gen avg.*, Valparaiso; *certificate expired; re-caulking*, Mauna L., **76**, 829; same, *cargo damage*; Linklater, **88**, 526; *Aspasia, **79**, 91; *broken shaft*, *Leeming (Schiedam), **70**, 251; *leak in tank*; *British K., **89**, 872; through a rivet in a plate fractured in storm having been *obliquely set*; *Sandfield, **79**, 371. In *tank*; *Ontario, **106**, 324.

Held *not seaworthy*; on center-board *leak* in a calm, *five days* out; Bohannon, **64**, 883; from *topheavy loading* of tender ship; Colima, **82**, 665; same, case oil and *insufficient ballast*; Whitlieburn, **89**, 526; leaky from a *misfitting blind* in a cargo-port; *Phoenicia, **90**, 116; tank broken by *over-loading a stanchion*; Kate, **91**, 679; *insufficient stowage*; †Frey, **92**, 667. Old leaking ship, water damage to furniture in *bilges*; Johanne, **48**, 733; bent *stanchion*, *rusty bolt* pulled out of water tank, tea damage; †Exe., **52**, 155.

Inspection. Docking once a year ordinarily *sufficient*; *Sandfield, **79**, 371. *Insufficient test of water-valve* before emptying the tank on the voyage; *Mexican P., **70**, 246; **82**, 484; of *cargo ports* in a new ship; *Phoenicia, **90**, 116. See *Unseaworthiness*, p. 137.

Failure to close in bad weather a *port* left open for light, is "management" under *Harter Act*; ship not liable; *Sylvia, **64**, 607. See *Harter Act*.

Seaworthiness is not a *condition of the duty to pay freight*; *Hurlbut, **76**, 587. *Warranty of, implied* in a *charter of yacht* and owner's agreement to *insure*; *Ronalds, **109**, 905. *Spare lines necessary* on barges for mooring; †Float No. 4, **89**, 877; and an *anchor*, on Hudson River; Brown, **110**, 780.

SHIP'S AGENTS. See *Principal and Agent*, p. 123.

Duties, powers and liabilities; Advances; Lien; †Berwind v. Schultz, **25**, 912. *Suliotte, **23**, 919; May *collect advances* from principal; The Irthington, **27**, 143. Ship's *Husband* has usually *no lien*; may have when *mortgagee*; Williams, **15**, 558.

SHIPS AND VESSELS. See *Vessel*, p. 139.

Purchase of; *Managing owners*; Authority; De Wolf v. Tupper, **24**, 289.

SOUNDINGS.

Duty to take, in fog; *Express, **48**, 323; *Buffalo, **50**, 630.

STAMP TAX.

Internal Revenue; proprietary articles; "uncompounded" means unmixed; such articles are *not drugs* and *not taxable*, though chemically compound; Stubbs (Aristol), **91**, 608.

STATE LEGISLATION.

Cannot affect rules of *decision* in admiralty; liens, laches; bona fide purchasers; Lyndhurst, **48**, 839; may *create* personal rights and liens, which the admiralty will recognize; *death claims*; its *conditions* binding; †McCullough, **55**, 98; Stern, **110**, 996; does not impose liens for supplies on foreign *chartered vessels* *contrary* to known *charter stipulations*; good faith; *Kate, **56**, 614; nor

give *lien* for foreign premiums of insurance; *Allianca, **61**, 507; not applicable to Federal commissions de bene esse, Sec. 866. U. S. v Laces, **92**, 601.

STATUTES. See *Construction, Crim. Law, Penalties, Pilots.*

Moiety Act repeals forfeiture of values; *Aufmordt, **20**, 893. Means *Intent of acts, not of master*; Curtis, **16**, 184, 186.

Construction to be reasonable; †Gronstadt, **15**, 272; Ah Kee, **22**, 519; State of Maine, **22**, 734; Fishermen on a lay, Sections 4523, 4391-4393; Bounties; C. M. Kingsland, **25**, 856; Specially of penal statutes; *Pentlarge, **19**, 501. *Vessel seized*; maxims; contemporaneous history; title; *Saratoga, **9**, 322. *Falsely stamping "patented,"* &c.; French, **11**, 801. Requires diligence, but not impossibilities, of master; Curtis, **10**, 184. Legacy tax, **9**, 586. "Title of Act"; Pelham, **16**, 415. *Construction. Copyright*; Yuengling, **12**, 102. *Post Routes*; Easton, **18**, 590. Appraisers' discretion in examining witnesses limited to material inquiries; must be legal and reasonable; Dougherty, **27**, 730.

STATUTE OF LIMITATIONS.

Available to *privies in estate*; Amendment not allowed after Statute expired; Judson v. Courier Co., **25**, 705. Statutory limitations of suits on death claims not enlarged by absence; d. Stern, **110**, 996. See *Bankruptcy*, p. 31; *Crim. Law*.

STEVEDORE. See *Lien*, p. 105.

Has *lien*; H. M. Bain, **20**, 389; Velox, **21**, 479. *Agreement of*; Ludgate, **21**, 431. His negligence binds the ship, though appointed by charterer; Goddard, **12**, 174; †Boskenna Bay, **22**, 662. Named in charter; †Boskenna Bay, **22**, 662; By whom paid; Custom; Brazil Hides; Isaacson v. Williams, **26**, 642. Appointed by charterer; any rebate to be credited to ship; Lowry, **84**, 685; no customary rates for unloading or screwing cotton; *Macy v. Perry **91**, 671.

STOWAGE. See *Carriers*, p. 41, *B/L, Harter Act, Sea Perils.*

STRANDING. See *General Average, Salvage, Tug and Tow*, p. 136.

At *Hell-Gate, disobeying pilot's orders*; Strathay, **27**, 562; *Negligence on a safe route*; McGovern, **27**, 868. Two yachts, anchor fouled at start; Gevalia, **39**, 47; Kills, dangerous route chosen; Rice **40**, 590; general average allowed though afterwards stranded voluntarily; York-Ant. Rule 5; Earnmoor, **44**, 376; by negligence; haze; no soundings; Old. Prov. Is.; Para, **44**, 689. See *L'Amérique*, **35**, 835; *Bouker, **40**, 839. On North Bros. Is.; Levering, **36**, 511.

Sunken rock, out of usual course, Gowanus Canal; *Mascot, **48**, 917; Coney Is. Crk. from unusual draft of tow; *Harry, **49**, 681; Kennebec Riv., fog, "sun-down glint," justifiable start; custom; Battler, **62**, 612; Old Prov. Is. hazy weather, close shave, bad navigation, non-use of alidade; Ins. Co. v. Dexter, **52**, 152; in course of a salvage service; expense of is salvor's risk; Wm. Smith, **59**, 615; Bergen Pt. rocks; out of channevoy; low tide; Morris, **59**, 616; tug and tow grounding, 17 St. E. R.; disputed draft, "about 20 ft."; tug's fault; Emperor, **61**, 990; Vineyard H. West Chop; storm; pilot's ignorance of shore; both

tugs liable; Taurus, **63**, 137; *skirting Nevis Is.*; out of *usual course*, by *owner's* directions, *Trin. v. Frame*, **88**, 528. Unknown *rock*, Quick's Hole, out of *usual channel*, †N. Hale, **91**, 682; Grounding by scow in unloading; *hirer* liable, though owner's man on board; Hastoff, **92**, 398. *Obstruction* by *rock-breaker* in *new position*, fog; Boston Harbor; Taurus, **95**, 700. *Buoy* of *rock* 122d St. and Harlem river moved and *misplaced*; *excused*; Camberton, Mss., 798 2 M. R., 479.

STRIKES AND BOYCOTTS.

Longshoremen; Interference; Boycott; *Conspiring*; Old Dominion, **30**, 48.

SUBROGATION.

Insurers; damage claims; collision; Bristol, **29**, 867; bottomry; Force, **35**, 767. See *Nicanor, **40**, 361; **44**, 504; Harjes, **45**, 900. For damages paid; †Canima, **17**, 271; Whitwell, **19**, 547; Murtagh, **17**, 259; *Hills, **21**, 727. To liens paid; Williams, **15**, 558. Of *Insurers*; *Hadji, **16**, 861; Anchoria, **9**, 840.

Of *insurer* to the *proceeds* of vessel, after payment of insurance and counsel fees; St. John, **101**, 469. On payment of *valued policy* in full, insurer entitled to sub. *without abandonment*; Catskill, **95**, 700. *Co-defendant* holding the *primary fund*, decreed to pay a *salvage debt*; †Merritt, **113**, 174; Mss., 1595.

SUMMONS. See *Practice, Process*, p. 122.

SUPPLIES. See *Lien*, 104.

SURPLUS MONEY. See *Lien*, p. 105.

Not distributed except to the *owner*, or to legal or equitable *lienors*; *Advance, **63**, 704; *Allianca, **65**, 245; **70**, 258; **74**, 256. Campbell, **40**, 906. *Priorities*; *execution for a repair bill* is subject to a *prior mortgage*; invalid for want of statutory notice; personal credit; *Allianca ads. Hutson, **70**, 248.

No *equitable lien* for *bankers*, insurers or agents against mortgagee where no *credit* was given the ship, nor improvement; *forbearance* by Mortgagee immaterial; Brown v. Seg., **70**, 258.

SUPERVISING INSPECTORS.

Authority to make *rules*, Section 4405; Grand Republic, **16**, 427; †Saunders **19**, 121; **25**, 727; Rule as to *lights*, February, 1885, *void*; Barges, *U. S. v. Miller, **26**, 95; New International Regulations, Aurania, **29**, 98.

SWELLS AND SUCTION. See *Collision*, p. 77.

At *dock*, *ice boat*; *New York, **38**, 710; **40**, 900; In *bay*; *Majestic, **44**, 813; Monmouth, **44**, 809. At Pier 1, New Hampshire, **88**, 306.

TELEGRAPH CABLES. See *Navigation, Obstruction*.

Add *Clerk's* 1 per cent.; *secus*, if tender before suit; Serapis, **37**, 443; Tender stops charges for *lighter*; Henderson, **38**, 43. *Deposit orders paid over* during appeal, less future costs; Califano, **51**, 300.

TOPHEAVINESS.

See *Harter Act*, p. 97. *Unseaworthiness*, p. 137-8.

Tug dumps *lumber*; Anderson, **79**, 125. Cargo of *case oil*; Witlieburn, **89**, 526. Glycerine; †Frey, **92**, 667. *Tender ship*; Colima, **82**, 665. *Lighter transshipping rice*; Smith, **110**, 680. *Lurch in slip from ice aloft*; Germanic, **107**, 294; do., from *bad loading*; Oneida, **108**, 886.

TOWAGE.

See *Lien*; Tucker, **20**, 129; *Salvage*, p. 29.

TUG AND TOW. See p. 78.

See *Collision*, p. 78; *Old boats, Stranding, Whistles, Lien*.

Old boat foundered in front tier. Negligence. Deep loaded and *unfit for trip*. Owner protested, but not against the trip. Both in fault. Ancient law. Oleron and Wisbuy. Can't run till sinks; Bordentown, **16**, 270. Duty of protection. Unreasonable detention. If too overloaded for trip, both liable; *Connolly, **11**, 342. Tow drawn against vessel at anchor. Tug bound to take *safest alternative*. Fault of other, no excuse; *Delaware, **12**, 571. Hudson River. Right of way, *down tide*. No fault. Place of boat in tow *immaterial*. *Wrong vessel sued*. Libel dismissed; Marshall, **12**, 921. *Rounding Battery*. See *Collision*, p. 42. *Old Boats*, p. 66.

Pilot not insurer, or liable for running on a *new-found rock*, 20th St.; Garfield, **21**, 474; to *signal* position of tow; See p. 79.

Tug with logs, overtaking; Bermuda, **17**, 397; Cannot take whole of narrow channel. Elizabethport. To give notice and aid to ships at anchor; Lucy D., **21**, 142. Cannot *change* easily. Steamer not to *stop in path* of; Mayumba, **21**, 476; See 9 Wall 672; 7 Ben. 348; †Galileo, **24**, 391. Tugs not insurers. Negligence. Putting *deep boat in front*. Notice and *protest* good; Niagara, **20**, 152. Corlear's Hook. Running *close inside* a fault; *Sam Rotan, **20**, 333. Morris Basin. *Hitting pier* to assist turning is at tug's risk. Tow to give *notice* of her *weakness* or else entitled to ordinary care only; Syracuse, **18**, 828. Towage ranks with supplies. Marshalling Liens. *Priorities*; Tucker, **20**, 129. West Point; in rounding, not entitled to *half* the river. To keep off; Washburn, **19**, 788. If tow unfit, both consenting, both at fault (see Niagara, **20**, 152). Old boat; second arrest by agreement. Subrogation and recoupment. Withdrawal of claims; Murtagh, **17**, 259. Ice; Duty of care; Reba, **22**, 546.

Hazardous undertaking, both liable; †E. A. Packer, **22**, 668; Liable for *negligence* only; High wind; Casting off in *sudden squall*; Romer Shoals; Error of *judgment*; Charles Allen, **23**, 407; *Sudden squall*; *usual course pursued*; no fault. Allie and Evie, **24**, 745; Duty to *seek harbor* on notice; Coal boats; *Bad pumps*; Phila. v. N. E. Co., **24**, 505; Same; *Sudden gale* on Sound, cast away; Pilot has the benefit of doubt; *F. E. Ives, **25**, 447; *Ice*, tug and tow;

The Narrows; *Ice forcing boat ashore*; *Wreckers get abandoned tow*, tug's duty to prevent it; †Young America, **26**, 174; Using *wharf* for sections of tow through *Hell Gate*; both liable; Barge No. 6, **27**, 472; *Hell Gate*; *Stranding*; Tug bound to obey *Hell Gate pilot*; *Improperly assuming control*, liable; *Error of judgment in extremis*; *Strathay*, **27**, 562; *Grounding on safe route*; *Burden on tug to rebut presumptive negligence*; E. McGovern, **27**, 868.

Collision in *turning*; the other excused; *Belle*, **33**, 719; *Tow participating in illegal navigation* liable; †Eckhoff, **32**, 558; *Government dredge not whistling in fog*; *City of Alex.*, **31**, 427; *Taking too heavy tow to turn*; high wind; *Gratitude*, **31**, 232; *Backing a tow in slip against propellor blade*; *Willie*, **29**, 153; *Too long tow*; *sagging*, wind; *O'Brien, **31**, 494; *The Belle*, **34**, 669; *Faulty signal from tow*; *Anglo, **32**, 798; *Tow not in line*; McCaldin, **35**, 330; *Raritan*, **32**, 847.

Stranding on North Brothers Island, view obstructed by sail of tow; *Levering*, **36**, 511. *Protection from meddlesome salvor*; *Husted*, **36**, 604. *Cross-liebs*, see *Practice*. *Negligence, Kills, N. E. storm, open deck, tow lost*; later faults disregarded; *Bordentown, **40**, 682; *Incompetent helmsman*; dangerous start to move *Life Station*; *Bouker, **40**, 839. *Not detaching boat, as ordered*; *Willie*, **40**, 688; *Winding around Pier*; lines and fenders; *Olive B.*, **40**, 904. *Sagging in a gale*; bad lookout; *Burnett*, **46**, 425.

Negligence, to divide tow in a tideway off the battery; *Hale*, **48**, 698; *grounding on sunken rock, Gowanus Canal, out of usual course*; liable though *rock unknown*; *Mascot, **48**, 917; *grounding in Coney Is. Creek*; *tow's fault for unusual draft and no notice given*; *Harry, **49**, 681; no *negligence* in passing a safe harbor, *Huntington*, weather not then threatening; *Burnett*, **56**, 266; *dumper's poor bitt pulled out while turning in heavy sea, no negligence*; subsequent care; *Veit*, **56**, 122; *blizzard*; carried *adrift* by unexpected *ice-floe* at night, *inev. acc.*, *Trans. No. 2*; **56**, 313; continued towing of *sunken ice-boat* at tug's risk of injuring others; duty of *subsequent care* by owner, *Rondout*; *Scott*, **59**, 639; *grounding 17th St., E. R.*; disputed draft "about 20 ft."; both tugs liable, though *one leads*; *Emperor*, **61**, 990.

Stranding tow, Kennebec R., fog; "sundown glint," custom, as to prudent starting; *misleading horn of anchored schooner*; *Battler*, **62**, 612; *tying fleet for distribution at end of Red Star pier, J. City, as usual*; no unlawful obstruction of slips below, when room for exit; *Medea*, **63**, 1014. *Mooring in exposed place at Atlantic Basin, southeast storm*; tug must watch changes of weather; *Governor*, **77**, 1000. *Negligent start on L. I. Sound, when east wind is probable from prior backing to northward, and no way ports or reserved power*; *Vandercook, **65**, 251. *Towage through ice in night time*; boatman lookout, the tug's agent; *Rambler*, **66**, 355.

STRANDING.—See p. 133; at *Vineyard Haven near West Chop, through pilot's ignorance*; helper insufficient; *dd. Taurus*, **63**, 137; *do., on rocks near Constable Hook*; *Packer, **69**, 741. *On unknown rock in new channel off Morris Dock*; *Belle, **89**, 879. *On rock, Quick's Hole, out of usual channel*; †N. Hale, **91**, 682; through wrongful cutting *adrift* in a moderate gale off *Cape Cod*; *Hallenbeck*, **110**, 556. *Haverstraw Bay*; *adrift from moorings*; not rescued in a *snowstorm*; no anchor; *Brown*, **110**, 780.

Tug not *guarantor*; only ordinary nautical skill and prudence required; Taurus, **95**, 700. Allie & Erie, **24**, 745. But is *liable* for the risks of an *unusual course*; *outside route* to Amboy! Municipal, Mss. 1715 *Mascot, **48**, 917. Must *watch for changes of weather* while tow is moored and in waiting; and must go to its relief on *changes of weather*; Stamford; *Purcell, **92**, 406; Atlantic Basin; Governor, **77**, 1000; Haverstraw Bay, Brown, **110**, 780. Not liable on a *sudden gale* after a *reasonable start*; Old Point Comfort rip-rap; *Luckenbach, **109**, 487; Allie & Evie, **24**, 745. Liable for taking tow with *tall masts* (134 feet) under Brooklyn Bridge at *high water*; height varies; *McMillan, **107**, 149.

Tugs may have *salvage award* for *extra service* to the tow on its springing a leak and requiring *deviation*; City of Haverhill, **66**, 159. *Negligent speed* through *ice* in night-time; cutting tow; *lookout* insufficient; Rambler, **66**, 355. Tug carrying *long tow* is bound to arrange for *signals from the tow in fog*, to indicate its position to other vessels or come to anchor; *Whitney & Sh., ***77**, 1001; Harold, **84**, 698; In storm, coming east from the Kills, a tug is bound to *examine the Upper Bay* before taking the tow out; *Nannie L., **79**, 121; same as respects Haverstraw Bay; †Victoria, **79**, 122. *Tow*, while going to a port of refuge, may become *salvor* of her own broken-down *tug*; Merritt, **106**, 970. *Outside* boats in tow must carry white light at *bow* and *stern*; duty of *all*; Rules of 1897; *drifting* while *abandoned*; Lyndhurst, **92**, 681. *Tow* should carry *spare lines*; †Float 4, **89**, 877; and an *anchor*, on the Hudson River; Brown, **110**, 780. *Dividing*, or "*singling out*" tow in *tide-way*, East River, dangerous; 3 collisions result; Crawford, **68**, 939. Same at Battery, Hale, **48**, 698.

UNSEAWORTHINESS.

See *Carriers, Sea Perils, Seaworthiness, Usage*.

To fulfil *charter*, vessel must be *insurable* in the judgment of competent men; Premuda v. Goepel, **23**, 410; *Rotten spars*, etc.; policy don't attach. Cunningham, **26**, 46; *Pumpholes*; *Bad fastenings*; *Latent defects*; [E. I. Morrison, **27**, 136; *Ronalds, **109**, 905.

Shaft broken in a gale; not proof of; *Experts*; *Rover, **33**, 515; *Repairing*; Unnecessary delay; *Secondary drainage*; Sugar; Queen, **28**, 755; *Cattle ship*; Brantford City, **29**, 373; *Leaky decks*; *Melville, **31**, 486; *Open Boat*; Tin; Hall, **34**, 904; *Engines unfit*; Leverich, **35**, 305. *Breaking up*, on stranding, not proof of; *Bouker, **40**, 839; *Foundering* after damage by swells; *New York, **40**, 900. *Stranding*, *Pilot drinking*; Earnmoor, **44**, 374. Rivet hole in *rose box*, *latent defect*; Bergensen, **36**, 700.

Inferred, when damage arises under circumstances not reasonably expected to affect a ship *properly fitted* for the voyage; as on a heavy *leak*, five days out, in a *calm*; Bohannon, **64**, 883; from a *list on leaving port* and subsequent *shifting* of cargo; Oneida, **108**, 886; *leaky deck* after *insufficient repair*; *Mary L. Peters, **68**, 919; the *breaking of an eccentric pin*; Sutcliff, **110**, 560; *breaking of a propeller hanger* and loss of *propeller*; *Ronalds, **109**, 905; *cracks in cement* of hold and *acid-rusting* of the *bottom plate*; *Alvena, **74**, 252; *dumping a topheavy load* of timber in smooth water; Anderson, **79**, 125; *rice capsizing* during transshipment in New York harbor; Smith, **110**, 680; cargo *shifting* in a topheavy passenger steamer *foundering in moderate storm*; Colima, **82**, 665; *overloading*

stanchions and breaking *tank cover*; Kate, **91**, 679; *topheavy* case-oil cargo and *insufficient ballast*; Whitlicburn, **89**, 526; *light cargo* of glycerine stowed too high; †Frey, **92**, 667.

INSPECTION.—Failure to prove thorough *inspection* or application of the *best tests*, leaves *burden* upon the ship in doubtful cases; misfitting blind in a cargo-port; *Phoenicia, **90**, 116; *cracks in cement* and *rusted plate* in bottom of ship; *Alvena, **74**, 252; *rusted hole* in a valve-chest; *Friesland, **104**, 99; through a burst in a water service-pipe, *frozen during loading*; Catania, **107**, 152; a *port wrongfully opened during loading* and left so on sailing, making that compartment unseaworthy; Manitoba, **104**, 145; same from lack of proof of *good stowage* of passengers' *baggage*, even after heavy weather; †Kensington, **88**, 331.

Seaworthiness inferred, where due *inspection* and *care* before sailing are *proved*, and subsequent storms account for the damage, *Warren Adams, **74**, 413; M. R. May 8, 1895; same on loss of propellor after voyage around Cape Horn, where *prior damage* was *repaired* and *new certificate* given; Homberg, **106**, 960; *ballast-tank rivets broken* in rough weather; *Ontario, **106**, 324; a *leak* in bilge sluice-valves or bulk-head *immaterial*, where pumps sufficient to control it; *British K., **89**, 872; *Ontario, **106**, 324. Not *overloaded*, though grounding on the bar near Pensacola in a *tortuous channel*; Magdala, ***101**, 303; mem.

USAGE.

See *Collision, Carriers, Custom, Demurrage.*

Hugging shore illegal; *Collision*, p. 59. Goods on deck; Canaria, **16**, 873. *Majority* may direct ship to berth; Devato, **20**, 510. Salt trade 1000 bushels per day; *deduct wet days*; Woodruff, **19**, 136, 144. *Brown-stone* trade, ship takes *risk of delay* for her turn; Fish, **20**, 201. Delivery in *Brooklyn*; Devato, **20**, 518. For ship to go with iron *wherever each consignee* directs; *not proved*; Izzo, **10**, 780. To *divide tow* and *make it up* at Port Morris; *Connolly, **11**, 347. To discharge on *lighters*, common, but not an *established custom*; Carzanego, **16**, 253; †Gronstadt, **15**, 274; *Tielman, **17**, 268; **21**, 349, 253. Three "*idle days*" includes *risk of bad weather*; 30,000 feet per day, in *lumber* trade; Bowen, **18**, 751; Seamen follow engineer leaving tug; Yosemite, **18**, 331.

On sale of fruit; †Boskenna Bay, **22**, 662; *Customary stowage* and *dunnage* sufficient; The Chaska, **23**, 156; In unloading *lighters*; Aalholm v. Iron Ore, **23**, 620; Governs mode of *discharge*; None as to rate for *Kainit*; Addix v. Kainit, **23**, 727; Stowing *lighters*; †City of Alexandria, **23**, 826; Determines *sufficiency* of tug and *seaworthiness*; Allie and Evie, **24**, 745; Special *local*, not binding on *foreign master* ignorant of it; To *change charter*, is quasi-fraudulent; Isaksson v. Williams, **26**, 642.

To carry tea and camphor in same cargo, *not proved*, Glamorganshire, **50**, 840; as to meaning of "*about*" in charter party, *not proved*; *Alert, **61**, 504.

New York usage in *gen. avg.* gives *gross freight* on jettison; †Chrystal, **82**, 472. Can not *validate* navigation by an *unstable* or *topheavy* ship; Colima, **82**, 665. Justifies the use of *wire ropes* for *mooring*; New Hamp., **88**, 306. Makes the current rate of *exchange* on London in charters the *60-day draft* rate; an old usage remains binding until *clearly superseded*; for *screwing cotton*, *no settled*

rate; *Macy, **91**, 671; Brown, **93**, 229; Don't require *wood* on dunnage between *matting* and *ceiling*; Guadeloupe, **92**, 670. Dressed lumber *seven eighths* thick counts as *one inch*; Bowen, **93**, 227. *Immemorial usage* for boats to carry *spare lines* on board; †Float No. 4, **89**, 877.

No USAGE, obliging ship to *recondition broken bags* of linseed, on the B/L exception; Payne, **74**, 563; nor excluding *all demurrage* on *brick cargoes*; *unreasonable* and *invalid*; Cargo Brick, **78**, 149.

Delivery of dutiable goods to *Custom H.*, valid by Brazilian usage, and *discharges ship*; *Herbst (Asiatic Pr.), **97**, 343. Entitles charterer to *two removals* of the ship for cargo at Norfolk; *substitutions*; So. Shields, **99**, 102. (See *Gibb v. Forbes*, Mss., 1601.)

Is *superseded* by *specific agreement* in the charter as to payment of *prior inland freight*; Clintonia, **104**, 92. May explain *ambiguous words* or *phrases* in the charter; by the *usual construction*, a *time* charterer may despatch his vessel upon a *final short voyage* though her return will necessarily more or less *overrun* the charter period; Anderson, **104**, 913.

Alleged custom of *tugs not to look out for the tows* they take and leave at the stake boat in Haverstraw Bay, *not established*; *invalid*, if proved; Brown, **110**, 780.

A *full* or *main tea cargo* must be delivered in the *tea district* of New York, not in Brooklyn; *Hewlitt, **105**, 80. A *carrier* by land and water agreeing to cover with marine ins., is *liable directly* to the assured; Goss, **107**, 516.

U. S. COURTS—STATE COURTS.

Foreign Receiver, not recognized; *Olney, **10**, 105; Suit in *State Court* not a good plea in abatement; Tubal Cain, **9**, 837.

USURY.

New York statute *not available* to defeat the *mortgage* bonds of a corporation; *Vigilancia, **68**, 781.

VESSEL.

A floating public bath *built on boats* is a *vessel*; Bath 13, **61**, 692; also, a brick *barge*; *lien* for wages; Walsh, **36**, 607. A *scow platform* at a wharf, is *not*.

VOLUNTARY PAYMENTS.

Charter of the vessel; *whole cargo capacity* includes the use of the *cattle shelter-deck*, for fruit; owner's *voluntary acquiescence* in its use bars subsequent suit; master's *protest* ineffectual; Menantic, **88**, 308. See *Protest*, p. 123; *Gen. Average*, p. 95. *Nicanor, **40**, 361; Belaunzaran, **26**, 784.

WAIVER. See *Gen. Average*, p. 95; *Practice, Process*, p. 118; *Seamen*, p. 130.

WAREHOUSE BONDS. See *Customs Duties*.

WARFARE. See *Carrier, Delivery, Contraband, Neutrality Laws*.

See *Lien, Stevedores.*

WHARFAGE.

See *Action, Piers, Lien, Riparian Rights.*

Meaning; town ordinance; *Burnt vessel liable for*; *Pelham v. Berry*, **25**, 780; *Hell Gate*; tow in sections; N. Y. Statute, 1882; "Uses or makes fast to wharf"; Tug and tow both liable; *Double rates*; *Barge No. 6*, **27**, 472. Duty to *collect wharfage*. Title of Act; to raise money to *construct wharf and pay bonds*. *Wharfage does not apply* to vessel lying *sunk and scuttled 12 feet off*, though having *one line* fast to the wharf; **B. F. Woolsey*, **16**, 418.

Renting "dock privileges" includes charge for *berth*; *Brooklyn*, **46**, 132.

On *scows*, same rates as "*barges*," under the New York statute; maritime *lien* therefor; **Scow 15*, **88**, 305.

None, East Chester Creek; bed uneven; *boat sprung*; *Elting*, **50**, 112; *none*, while *repairing* at iron works; is a maritime *lien* agst. *domestic vessel*, aside from State Statute; *Allianca*, **56**, 609; *do.* but a *gross price* including *non-lien* subjects, *prevents lien*; **Advance*, **60**, 766. See p. 105, *ante*.

WHARVES AND SLIPS. See *Piers*, p. 116.

Slip owner must keep *safe*. Negligence of barge *after notice*. Both in fault. Indistinguishable damages divided; *Christian*, **12**, 884. Anchor in slip not *buoyed*; owner liable for damages; *Alabama*, **18**, 831. Obstruction. *Sunken spiles*. Occupant liable, *Elizabethport*; †*Onderdonck*, **21**, 588. *Highbridge*. *Sunken spiles*; time to avoid them; *Swan*, **19**, 455. Negligent mooring of a *projecting boat*; †*Canima*, **17**, 271. Projection when allowable. Usage. Light; *Shields*, **18**, 748. Collision with, see *Macon*, **20**, 159; *Shields*, **18**, 748.

Owner liable for *obstruction*; *Projecting bolts*; *Lessee*; *Leonard v. Decker*, **22**, 741; *Pounding*; Duty of care and *precaution* in storm; *Lillian M. Vigus*, **22**, 747; *Lessee and owners liable for bad construction*; *Moore v. Oceanic Co.*, **24**, 237; Not liable for *sewer discharge*; *Behan v. Mayor*, **24**, 239; *Fire upon*; *Discharge* under *general order*, *exception* of bill of lading; **Egypt*, **25**, 320; *Breaking down with iron*; *rotten*; liable to cargo owner; *City of Lincoln*, **25**, 835; same, *secret defects*; **Young v. Lehman*, **27**, 383; Damages from *sunken pile* not recoverable where boat remained *without permission*; †*Onderdonk v. Smith*, **21**, 588. Ship *using wharf*, can't litigate wharfiger's title; **Idlewild*, **59**, 628; duty of wharfiger to *dredge* and keep *bottom* of berths in *proper condition*, **Dave*, **49**, 389; but not in *mid stream*, E. Chester Creek; *Etiling*, **50**, 112.

Canalboat *impaled* on propeller of a steamer warped *across the slip* without negligence; *notice* not required; **New York*, **88**, 556. Surging from *swells* of passing vessels; wire mooring ropes left *too loose*, *dd. New Hampshire*, **88**, 306. *Grounding on uneven bottom* in slip, by a vessel moved inside by *stevedores* in the captain's absence *contrary* to his order; consignee liable; *Smith*, **108**, 881; a moored boat crushed by *falling stone-bins* in *Rondout Creek*, owner's neglect doubtful, *libellant's neglect* to move *on notice*; *d. *Hastoff*, **110**, 669.

WITNESS. See *Practice, Interrogatories*, p. 121.

PRIVILEGE.—*None*, in favor of owner in *limited liability* proceedings on the ground that answer might show *knowledge* or *privity*; but *excludes testi-*

mony as respects *life-boats*, which might subject him to a *penalty*; Bour-gogne, **104**, 833. Protects witness from testifying as to *money won* by him in *gambling*—a criminal offence; Feldstein, **103**, 269; same, as respects the *production of his books* in an action for *false marking* patented articles; Newgold, **108**, 341. But the Court must be able to see the *danger*, or tendency to *criminate*; McCarthy **18**, 87.

WRECKS, WRECKAGE.

See *Collision, wreck*, p. 81; *Derelicts*, p. 90; *Penalties*, p. 114; *Monarch*, **89**, 875; *Majestic*, **56**, 244; *Mersey*, **48**, 686.

